

COPY

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number WEILAND, GOLDEN, SMILEY, WANG EKVALL & STROK, LLP Jeffrey I. Golden, State Bar No. 133040 Lei Lei Wang Ekvall, State Bar No. 163047 Reem J. Bello, State Bar No. 198840 650 Town Center Drive, Suite 950 Costa Mesa, CA 92626 Telephone: (714) 966-1000 Facsimile: (714) 966-1002	FOR COURT USE ONLY <div data-bbox="1136 178 1526 430">FILED OCT - 3 2005 <small>CLERK, U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA BY Deputy Clerk</small></div>
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	
In re: HAN MOELJADI and EVIE T. MOELJADI, Debtor(s).	CASE NO. LA 03-18962 EC Chapter 7

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: October 24, 2005	Time: 1:30 p.m.
Location: Courtroom 1639, 16 th Floor, Roybal Federal Building, 255 E. Temple Street, Los Angeles, California	

Type of Sale: ☐ Public ☒ Private Last date to file objections: 10/10/05

Description of Property to be Sold: 2846 Deep Canyon Drive, Beverly Hills, California

Terms and Conditions of Sale: See attached Notice of Hearing on Motion for Order: (1) Authorizing Sale of Real Property Free and Clear of Liens, Claims, and Interests Pursuant to 11 U.S.C. §§ 363(b), (f) and (k); (2) Approving Overbid Procedures; (3) Approving Buyer, Successful Bidder and Back-up Bidder as Good

Faith Purchaser Pursuant to 11 U.S.C. § 363(m); and (4) Authorizing Payment of Undisputed Liens, Real Estate Broker's Commissions and Other Ordinary Costs of Sale ("Notice")

Proposed Sale Price: See attached Notice

Overbid Procedure (If Any): See attached Notice

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing: See attached Notice

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e-mail address):

Reem J. Bello, Esq.

Weiland, Golden, Smiley, Wang Ekvall & Strok, LLP

650 Town Center Drive, Suite 950

Costa Mesa, CA 92626

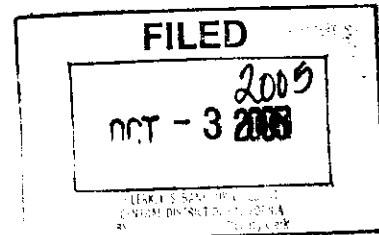
(714) 966-1000 (tel); (714) 966-1002 (fax)

Date: October 3, 2005

1084
- ORIGINAL -

1 **WEILAND, GOLDEN,**
2 **SMILEY, WANG EKVALL & STROK, LLP**
3 Lei Lei Wang Ekvall, State Bar No. 163047
4 Reem J. Bello, State Bar No. 198840
5 650 Town Center Drive, Suite 950
6 Costa Mesa, California 92626
7 Telephone: (714) 966-1000
8 Facsimile: (714) 966-1002

9 Attorneys for Howard M. Ehrenberg,
10 Chapter 7 Trustee



11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re

HAN MOELJADI and EVIE T. MOELJADI,

Debtors.

Case No. LA 03-18962 EC

Chapter 7 Case

MOTION FOR ORDER:

- (1) AUTHORIZING SALE OF REAL PROPERTY FREE AND CLEAR OF LIENS, CLAIMS, AND INTERESTS PURSUANT TO 11 U.S.C. §§ 363(b), (f) AND (k);
- (2) APPROVING OVERBID PROCEDURES;
- (3) APPROVING BUYER, SUCCESSFUL BIDDER AND BACK-UP BIDDER AS GOOD FAITH PURCHASER PURSUANT TO 11 U.S.C. § 363(m); AND
- (4) AUTHORIZING PAYMENT OF UNDISPUTED LIENS, REAL ESTATE BROKER'S COMMISSIONS AND OTHER ORDINARY COSTS OF SALE

DECLARATIONS OF HOWARD M. EHRENBURG, BARRY SLOANE, JEFFREY GROSS AND GINA RAPHAEL IN SUPPORT THEREOF

[2846 Deep Canyon Drive, Beverly Hills, California]

DATE: October 24, 2005

TIME: 1:30 p.m.

CTRM: 1639

Roybal Federal Building
255 E. Temple Street
Los Angeles, California

TABLE OF CONTENTS

	<u>Page</u>
MEMORANDUM OF POINTS AND AUTHORITIES	2
I. SUMMARY OF FACTS	2
II. TERMS OF THE PROPOSED SALE	4
III. THE SALE OF THE PROPERTY IS IN THE BEST INTEREST OF THE ESTATE	5
A. The Sale Should Be Approved By the Court Because it is Supported by Legitimate Business Justification	7
B. The Purchase Price Represents the Fair Market Value of the Property	8
C. Adequate Notice of the Sale	9
IV. THE COURT SHOULD APPROVE THE SALE FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS	9
V. THE BUYER OF THE PROPERTY SHOULD BE DEEMED A "GOOD FAITH PURCHASER" PURSUANT TO § 363(m) OF THE BANKRUPTCY CODE	11
VI. OVERBID REQUIREMENTS	12
A. Proposed Overbid Procedures Sought to be Approved	12
B. The Bankruptcy Court has the Authority to Implement the Proposed Overbid Procedures	13
VII. THE BROKER'S COMMISSION SHOULD BE APPROVED	14
VIII. CONCLUSION	14
DECLARATION OF HOWARD M. EHRENBURG	16
DECLARATION OF BARRY SLOANE	18
DECLARATION OF JEFFREY GROSS	20
DECLARATION OF GINA RAPHAEL	21

TABLE OF AUTHORITIES

Page

CASES

<u>In re America West Airlines,</u> 166 B.R. 908, 912 (Bankr. D. A. 1994), citing <u>In re Lionel Corp.</u> , 722 F.2d 1063, 1071 (2nd Cir. 1983)	6
<u>In re Baldwin United Corp.</u> , 43 B.R. 888, 905 (Bankr. S.D. Ohio 1984)	6
<u>In re California Hancock, Inc.</u> , 88 B.R. 226, 229 (B.A.P. 9th Cir. 1988)	6
<u>Committee of Equity Security Holders v. Lionel Corp. (In re Lionel Corp.)</u> , 722 F.2d 1063, 1069 (2nd Cir. 1983)	6
<u>In re Crown Corporation</u> , 679 F.2d 774 (9th Cir. 1982)	14
<u>In re Cummins</u> , 15 B.R. 893, 895 (B.A.P. 9th Cir. 1981)	14
<u>Ewell v. Diebert (In re Ewell)</u> , 958 F.2d 276, 281 (9th Cir. 1992)	11
<u>New Haven Radio, Inc. v. Meister (In re Martin-Trigona)</u> , 760 F.2d 1334, 1346 (2nd Cir. 1985)	6
<u>In re Onouli-Kona Land Co.</u> , 846 F.2d 1170 (9th Cir. 1988)	9
<u>Romey v. Sun National Bank (In re Two "S" Corporation)</u> , 875 F.2d 240, 243 (9th Cir. 1989)	8
<u>Stephens Industrial, Inc. v. McClung</u> , 789 F.2d 386, 390-91 (6th Cir. 1986)	6
<u>In re WPRV-TV</u> , 983 F.2d 336, 340 (1st Cir. 1993)	6
<u>In re Walter</u> , 83 B.R. 14, 19 (B.A.P. 9th Cir. 1988)	6

STATUTES

11 U.S.C. § 105(a)	13
11 U.S.C. § 363(f)	10, 11, 14

1 TO THE HONORABLE ELLEN CARROLL, UNITED STATES BANKRUPTCY JUDGE,
2 AND TO ALL PARTIES IN INTEREST:

3 Howard M. Ehrenberg, the Chapter 7 Trustee (the "Trustee") of the estate (the
4 "Estate") of Han and Evie Moeljadi (the "Debtors") hereby requests an order: (1)
5 authorizing the sale of real property free and clear of liens, claims, and interests pursuant
6 to 11 U.S.C. §§ 363(b), (f), and (k); (2) approving overbid procedures; (3) approving the
7 buyer, successful bidder and back-up bidder as good faith purchaser pursuant to 11
8 U.S.C. § 363(m); and (4) authorizing payment of undisputed liens, real estate broker's
9 commissions and other ordinary costs of sale, and respectfully represents as follows:

10
11 **MEMORANDUM OF POINTS AND AUTHORITIES**

12
13 **I. SUMMARY OF FACTS**

14 The Debtors commenced this case by filing a voluntary petition for relief under
15 Chapter 11 of the Bankruptcy Code on April 2, 2003 (the "Petition Date"). On December
16 29, 2004, this case was converted to one under Chapter 7 and the Trustee was
17 appointed.

18 The Debtors own various pieces of real property, including the real property
19 located at 2846 Deep Canyon Drive, Beverly Hills, California (the "Property"). The
20 Trustee seeks to sell the Property to Jeffrey Gross and Gina Raphael (collectively, the
21 "Buyer") for \$2,900,000 (the "Purchase Price") pursuant to the Residential Purchase
22 Agreement and Joint Escrow Instructions, the Counter Offer No. One, the Addendum,
23 Contingency Removal No. One and Executed Request for Repair No. One (collectively,
24 the "Agreement") attached as Exhibit "1." The Trustee also seeks approval of the
25 overbid procedures set forth herein.

26 Attached as Exhibit "2" is a copy of the preliminary title report on the Property.
27 The Property is encumbered by a first priority lien (the "Aurora Lien") securing a note in
28 favor of Aurora Loan Services, Inc. ("Aurora") with a payoff balance of approximately

1 \$1,218,000 pursuant to the proof of claim filed by Aurora on July 11, 2003 (the "Aurora
2 Claim"). Attached as Exhibit "3" is a copy of the Aurora Claim. The Aurora Lien will be
3 paid in full from the proceeds of the sale.

4 There is purportedly a lis pendens on the Property filed by John L. Farahi
5 ("Farahi") regarding an action (the "Action") brought in Los Angeles Superior Court (the
6 "Lis Pendens") recorded on July 17, 2002.¹ Attached as Exhibit "4" is a copy of the Lis
7 Pendens. The claims between the Debtors and Farahi were resolved post-petition
8 pursuant to an order of the Court entered on December 8, 2003. Attached as Exhibit "5"
9 is a true and correct copy of the December 8, 2003 order. Moreover, a Notice of
10 Withdrawal of Lis Pendens (the "Withdrawal") and escrow instructions ("Escrow
11 Instructions") have been submitted to Land America Lawyers Title Company to record.
12 Attached as Exhibit "6" are copies of the Withdrawal and Escrow Instructions.

13 The Property is also purportedly encumbered by a lien held by Cal Four Seasons
14 in the amount of \$500,000 (the "Cal Four Seasons Lien"). Attached as Exhibit "7" is the
15 Cal Four Seasons Lien. The Trustee is informed and believes that the Cal Four Seasons
16 Lien has been satisfied in full and, as such, the Property may be sold free and clear of
17 the Cal Four Seasons Lien. In the alternative, the Cal Four Seasons Lien is in bona fide
18 dispute and there are sufficient proceeds to satisfy the Cal Four Seasons Lien if it is
19 deemed a valid and perfected lien.

20 The Property is also encumbered by a lien (the "Lot 27 Lien") securing a cross-
21 collateralized note in favor of Lot 27 Beverly Ventures, Inc. ("Lot 27") with a payoff
22 balance of approximately \$4,350,000 pursuant to a promissory note and deed of trust.
23 Attached as Exhibit "8" is a true and correct copy of the Lot 27 Lien. Lot 27 has indicated
24 that it will consent to the Sale and consent to the payment of costs of sale, broker's
25 commissions, the Aurora Lien, and property tax liens from the sales proceeds. Lot 27
26 has further consented to the remainder of the proceeds to be held in a segregated,
27 interest bearing trust account by the Trustee subject to further order of the Court. The

28 ¹ The Lis Pendens no longer appears on the preliminary title report because of the Withdrawal and
Escrow Instructions.

1 Lot 27 Lien will attach to the remainder of the proceeds to the same extent, validity, and
2 priority as existed on the Petition Date with all rights of the parties reserved.

3 The Trustee believes that the amount of net sales proceeds will be approximately
4 \$1,450,000, not including payment of the Cal Four Seasons Lien and the Lot 27 Lien.

5 The Trustee has already sold two pieces of real property located at 998 North Alpine
6 Drive, Beverly Hills, California (the "Alpine Property") and real property located at 13414
7 South Edgebrook Road, La Mirada, California (the "La Mirada Property"). In addition, the
8 Estate appears to have other assets that are not encumbered by the Lot 27 Lien.

9 Therefore, the Trustee believes that the sale of the Property will benefit the Estate by
10 ultimately generating funds for the unsecured creditors or reduce the amounts of the
11 secured claims.

12 As discussed more fully below, the Trustee seeks to proceed with the sale of the
13 Property because the Trustee believes the sale Purchase Price represents the fair
14 market value of the Property, and the Trustee believes that the proposed sale and
15 overbid procedures are reasonable and in the best interests of the Estate.

16 17 **II. TERMS OF THE PROPOSED SALE**

18 The terms of the proposed sale are set forth in the Agreement. The salient terms
19 of the Agreement are as follows.

20 **The Terms of the Proposed Sale to the Buyer:**

- 21 **1. Purchase of the Property.** At the closing of the Sale, the Buyer shall
22 acquire title to the Property as-is, where is, without representations and
23 warranties, but free and clear of liens and interests, together with all
24 improvements, as well as all easements and appurtenances.
- 25 **2. Consideration.** Pursuant to the Agreement, the total consideration to be
26 given for the Property shall be \$2,900,000, to be tendered to the Trustee at
27 the closing of the sale. Buyer is receiving a \$150,000 credit in lieu of any
28 and all repairs to the Property. The Buyer has deposited a security deposit

1 in the amount of Eighty-Five Thousand Five Hundred Dollars (\$85,500) into
2 escrow.

3 **3. Overbid Requirements.** Pursuant to the Agreement, the first overbid over
4 the Purchase Price shall be at least \$2,925,000. Subsequent bids are to
5 be in increments of \$25,000. The Trustee may also accept credit bids
6 which he determines in the exercise of his business judgment would be
7 beneficial to the creditors of the Estate.

8 **4. Out-of-Pocket Expenses.** Pursuant to the Agreement, if the Buyer is the
9 Successful Bidder as defined below, the Trustee will reimburse him for his
10 reasonable out of pocket actual dollars spent in relation to this due
11 diligence during the escrow period for items such as physical and
12 geological inspections and appraisal, if applicable. However, the maximum
13 total reimbursement will be \$3,000.00.

14
15 **III. THE SALE OF THE PROPERTY IS IN THE BEST INTEREST OF THE ESTATE**

16 The Trustee seeks this Court's authority to sell the Property free and clear of liens
17 pursuant to 11 U.S.C. §§ 363(b) and (f) of the Bankruptcy Code. 11 U.S.C. § 363(b)
18 provides as follows:

19 "The trustee, after notice and a hearing, may use, sell, or
20 lease, other than in the ordinary course of business, property
of the estate."

21 11 U.S.C. § 363(b). Section 363(b) of the Bankruptcy Code empowers a debtor in
22 possession to "sell . . . other than in the ordinary course of business, property of the
23 estate."

24 In addition, 11 U.S.C. § 363(f) provides as follows:

25 "The trustee may sell property under subsection (b) or © of
26 this section free and clear of any interest in such property of
an entity other than the estate, only if –

27 (l) applicable non-bankruptcy law permits sale of
28 such property free and clear of interest;

- 1 (ii) such entity consents;
- 2 (iii) such interest is a lien and the price at which
3 such property is to be sold is greater than the aggregate value
4 of all liens on such property;
- 5 (iv) such interest is in bona fide dispute; or
- 6 (v) such entity could be compelled, in a legal or
equitable proceeding, to accept a money satisfaction of such
interest."

7 The use of the word "or" indicates that the requirements of 11 U.S.C. § 363(f) are
8 disjunctive. In considering a proposed sale, courts look at whether the sale is in the best
9 interests of the estate based on the facts and history of the case. In re America West
10 Airlines, 166 B.R. 908, 912 (Bankr. D. A. 1994), *citing* In re Lionel Corp., 722 F.2d 1063,
11 1071 (2nd Cir. 1983). A bankruptcy court's power to authorize a sale under § 363(b) is to
12 be exercised at the court's discretion. In re Walter, 83 B.R. 14, 19 (B.A.P. 9th Cir. 1988);
13 In re WPRV-TV, 983 F.2d 336, 340 (1st Cir. 1993); New Haven Radio, Inc. v. Meister (In
14 re Martin-Trigona), 760 F.2d 1334, 1346 (2nd Cir. 1985); Committee of Equity Sec.
15 Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d 1063, 1069 (2nd Cir. 1983)
16 ("Lionel"); Stephens Indus., Inc. v. McClung, 789 F.2d 386, 390-91 (6th Cir. 1986).

17 In considering a proposed sale under §363(b)(1), courts have generally looked to
18 the existence of a "business justification" for the proposed sale. See, e.g., Stephens
19 Indus., Inc., 789 F.2d at 390; In re Baldwin United Corp., 43 B.R. 888, 905 (Bankr. S.D.
20 Ohio 1984).

21 Section 363(k) allows a lienholder to bid up to the entire amount of the lien when a
22 sale of property out of the ordinary course of business is proposed. See 11 U.S.C. §
23 363(k); see also In re California Hancock, Inc., 88 B.R. 226, 229 (B.A.P. 9th Cir. 1988).
24 Section 363(k) provides:

25 At a sale under subsection (b) of this section of property that is subject to a
26 lien that secures an allowed claim, unless the court for cause orders
27 otherwise the holder of such claim may bid at such sale, and, if the holder
28 of such claim purchases such property, such holder may offset such claim
against the purchase price of such property.

1 Therefore, the Trustee may also accept a credit bid for the sale of the Property
2 that he determines in the exercise of his business judgment is in the best interest of the
3 creditors of the Estate.

4
5 **A. The Sale Should Be Approved By the Court Because it is Supported**
6 **by Legitimate Business Justification**

7 The Second Circuit in Lionel adopted, in part, the following criteria for evaluating
8 whether a good business reason exists for authorizing a sale of the debtor's assets: (1)
9 whether the assets to be sold are decreasing or increasing in value; (2) the effect of the
10 planned sale on a plan of reorganization; and (3) whether the sale price of the assets
11 compares to the appraised value of the assets to be sold. Id. at 1071.

12 The sale of the Property conforms with each of these requirements. There is a
13 sound business purpose in that the sale of the Property has no effect on a Chapter 11
14 plan because this is a Chapter 7 liquidation case and the sale of the Property will allow
15 distribution to creditors. Because the Estate does not have sufficient cash to pay
16 mortgage payments and property taxes, the sale of the Property will cease the accrual of
17 administrative expense and secured claims that will diminish the equity available to
18 unsecured creditors. The Purchase Price represents the best price obtained by listing
19 the Property on the open market, and is therefore consistent with market value as
20 discussed in further detail below. See attached declaration of Barry Sloane ("Sloane
21 Decl"). Notice of the sale is being provided to all creditors. The Trustee has proposed
22 an overbid procedure which will provide for the Estate to receive the highest and best
23 value of the Property at the hearing. As is shown by the attached declaration of Howard
24 M. Ehrenberg ("Ehrenberg Decl."), there is no relationship between the Trustee and the
25 Buyer. See ¶ 8 of Ehrenberg Decl. Thus, the sale is an arms-length transaction and is
26 entered into in good faith.

1 **B. The Purchase Price Represents the Fair Market Value of the Property**

2 The Ninth Circuit has held that the "fair market value" of an asset is that which a
3 party is willing to pay for such asset in the context of a commercially reasonable
4 transaction. See, e.g., Romey v. Sun National Bank (In re Two "S" Corporation), 875
5 F.2d 240, 243 (9th Cir. 1989) ("Two 'S'") (holding that, for purposes of valuing secured
6 claims under § 506(a), the best evidence of fair market value of property secured by a
7 lien is the price of such property reached in a commercially reasonable sale).

8 The Trustee employed a real estate agent, Barry Sloane of Sotheby's
9 International Realty (the "Broker"), to locate a buyer for the Property in order to ensure
10 that the price received for the Property is the "best and highest" available. As indicated
11 in the declaration of Barry Sloane, the Property has been actively marketed. A broker's
12 caravan was held at the Property on September 13, 2005 at which over 100 brokers and
13 prospective buyers attended. See ¶ 3 of Sloane Decl. Attached as Exhibit "9" is a partial
14 list of open house attendees. Open houses were also held at the Property on
15 September 15, 2005, September 19, 2005 and September 23, 2005. Id. The Broker
16 caused a full page color advertisement to be placed. See ¶ 4 of Sloane Decl. Attached
17 as Exhibit "10" is a copy of this advertisement. Moreover, the Broker placed
18 advertisements in the Los Angeles Times and Caravan Express. See ¶ 5 of Sloane
19 Decl. Attached as Exhibit "11" is a copy of the Los Angeles Times advertisement.
20 Attached as Exhibit "12" is a copy of the Caravan Express advertisement. Further, the
21 Property has been listed in the multiple listing service since September 12, 2005. See ¶
22 6 of Sloane Decl. Attached as Exhibit "13" is a copy of the multiple listing. The Broker
23 has also updated the listing in the multiple listing service to provide notice of the
24 proposed overbid procedures and date, time and location of the Bankruptcy Court
25 hearing on the Motion. Attached as Exhibit "14" is a copy of the updated listing of the
26 Property in the multiple listing service.

27 As discussed below, the Broker procured the instant offer from the Buyer. The
28 Purchase Price from the Buyer was the best offer received to date. The Trustee entered

1 into the Agreement with the Buyer because the Trustee determined through the exercise
2 of his business judgment that the Buyer's offer was the highest and best offer. As such,
3 the Trustee believes that the Purchase Price represents the fair market value of the
4 Property.

5 The foregoing militates strongly in support of a Court finding that there is a good
6 business justification for the sale of the Property.

7
8 **C. Adequate Notice of the Sale is Proposed**

9 The Trustee proposes to provide notice of the sale for the Clerk's Office and the
10 Office of the United States Trustee, all creditors, and all other parties receiving special
11 notice in this case. Moreover, the Trustee proposes to provide additional notice of the
12 proposed sale to all of the parties who have previously expressed an interest in the
13 Property. Further, the Trustee's Broker has listed the proposed overbid procedure in the
14 multiple listing service. The ability of other potentially interested parties to provide
15 competing offers for the Property ensures that the proposed sale does not result in a
16 lucrative "windfall" to the Buyer at the expense of creditors of the estate. See In re
17 Onouli-Kona Land Co., 846 F.2d 1170 (9th Cir. 1988).

18
19 **IV. THE COURT SHOULD APPROVE THE SALE FREE AND CLEAR OF LIENS,**
20 **CLAIMS AND INTERESTS**

21 The Trustee is seeking authority to sell the Property free and clear of all liens and
22 encumbrances pursuant to § 363(f) of the Bankruptcy Code.

23 Section 363(f) of the Bankruptcy Code describes the circumstances under which a
24 trustee or a debtor may sell property of the estate free and clear of any interest of third
25 parties in such property. Section 363(f) provides:

26 The Trustee may sell property under subsection (b) or © of
27 this section free and clear of any interest in such property of
28 an entity other than the estate, only if -

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. §363(f).

Because subsections (1) through (5) of Bankruptcy Code § 363(f) are written in the disjunctive, authority to sell the Property free and clear of any and all interests therein should be granted if any of the conditions are met with respect to each interest holder.

Here, the Property is purportedly encumbered by three liens, the Aurora Lien, the Cal Four Seasons Lien and the Lot 27 Lien. A true and correct copy of the preliminary title report ("Title Report") is attached as Exhibit "2." The Aurora Lien is in first priority with a payoff balance of approximately \$1,218,000. Because the Aurora Lien will be paid in full from the proceeds of the Sale, pursuant to § 363(f)(5), the Trustee may sell the Property free and clear of the Aurora Lien.

The Trustee is informed and believes that the Cal Four Seasons Lien has been satisfied in full and, as such, the Property may be sold free and clear of the Cal Four Seasons Lien pursuant to 11 U.S.C. § 363(f)(1) and (4). The Trustee is informed and believes that on or about April 20, 2001, Lot 33 Beverly Venture, Inc. ("Lot 33") paid the Cal Four Seasons Lien in full. Copies of the checks reflecting the total payment of \$500,000 are attached as Exhibit "16." Moreover, there are sufficient proceeds to satisfy the Cal Four Seasons Lien if it is deemed a valid and perfected lien.

According to the Title Report, the Lot 27 Lien was recorded after the Aurora Lien. See Exhibit "2." The Lot 27 Lien has a payoff balance of approximately \$5,300,000 pursuant to Lot 27's accounting. Lot 27 has consented to the sale of the Property and

1 has agreed to payment of costs of sale, broker's commission, the Aurora Lien, tax liens
2 and the Estate's pro rata share of property taxes, from the proceeds of the sale. The
3 remaining proceeds of the sale shall be held in a segregated, interest bearing trust
4 account with the Lot 27 Lien to attach to the same extent, priority and validity as existed
5 on the Petition Date to the remaining proceeds of the Sale, without a waiver of any of the
6 Trustee's rights.

7 The Trustee believes that the amount of net sales proceeds will be approximately
8 \$1,450,000, not including payment of the Cal Four Seasons Lien and the Lot 27 Lien.

9
10 **V. THE BUYER OF THE PROPERTY SHOULD BE DEEMED A "GOOD FAITH**
11 **PURCHASER" PURSUANT TO § 363(m) OF THE BANKRUPTCY CODE**

12 Bankruptcy Code § 363(m) provides:

13 The reversal or modification on appeal of an authorization
14 under subsection (b) or © of this section of a sale or lease of
15 property does not affect the validity of a sale or lease under
16 such authorization to an entity that purchased or leased such
property in good faith, whether or not such entity knew of the
pendency of the appeal, unless such authorization and such
sale or lease were stayed pending appeal.

17 11 U.S.C. § 363(m).

18 A good faith buyer "is one who buys 'in good faith' and 'for value.'" Ewell v.
19 Diebert (In re Ewell), 958 F.2d 276, 281 (9th Cir. 1992) (citing In re Abbotts Dairies of
20 Pennsylvania, Inc., 788 F.2d 143, 147 (3d Cir. 1986)). "[L]ack of good faith is [typically]
21 shown by 'fraud, collusion between the purchaser and other bidders or the trustee, or an
22 attempt to take grossly unfair advantage of other bidders.'" Id. (quoting Community Thrift
23 & Loan v. Suchy (In re Suchy), 786 F.2d 900, 902 (9th Cir. 1985)). In the instant case,
24 the Buyer did buy in good faith and has offered to pay market value for the Property.
25 The anticipated sale of the Property has been negotiated with the Buyer in "arms-length"
26 discussions. See attached declarations of Howard Ehrenberg, Jeffrey Gross and Gina
27 Raphael. Moreover, the sale will be conducted in a commercially reasonable manner
28 following appropriate notice and evidence of the Trustee's marketing efforts. Based on

1 such facts and circumstances, the Trustee believes that this Court can properly
2 determine the Buyer, the Successful Bidder, and the Back-Up Bidder as a "good faith
3 purchaser" pursuant to § 363(m) of the Bankruptcy Code.

4
5 **VI. OVERBID REQUIREMENTS**

6 **A. Proposed Overbid Procedures Sought to be Approved**

7 In connection with the transaction contemplated by the Agreement, the Trustee
8 seeks approval of the following overbid procedures:

- 9 1. Any qualifying bidder ("Qualifying Bidder") shall:
- 10 (a) bid at least \$2,925,000, in cash for the Property;
- 11 (b) set forth in writing the terms and conditions of the offer that are at
12 least as favorable to the Trustee as those set forth in the Agreement
13 attached as Exhibit "1;"
- 14 (c) be a party financially qualified, in the Trustee's exercise of his sound
15 business judgment, to close the sale on a timely basis;
- 16 (d) submit an offer that does not contain any contingencies to closing
17 the sale, including, but not limited to, financing, inspection, or repair
18 contingencies;
- 19 (e) submit a cash deposit in the amount of Eighty-Five Thousand and
20 Five Hundred Dollars (\$85,500) payable to the Trustee in the form of
21 a cashier's check, which deposit shall be non-refundable if the bid is
22 deemed to be the Successful Bid, as defined in ¶4 below (the
23 "Deposit"). The Deposit and written offer must be delivered to
24 counsel for the Trustee, Reem J. Bello, Esq., Weiland, Golden,
25 Smiley, Wang Ekvall & Strok, LLP, 650 Town Center Drive, Suite
26 950, Costa Mesa, California 92626, no later than Friday, October 21,
27 2005 at 10:00 a.m. Pacific Daylight Savings time.
- 28

2. At the hearing on the Motion, only the Buyer and any party who is deemed a Qualifying Bidder shall be entitled to bid. The Trustee may also accept credit bids which he determines in the exercise of his business judgment would be beneficial to the creditors of the Estate.
3. Any incremental bid, including credit bids, in the bidding process shall be at least Twenty Five Thousand Dollars (\$25,000) higher than the prior bid.
4. At the hearing on the Motion, and upon conclusion of the bidding process, the Trustee shall decide which of the bids is the best bid, and such bid shall be deemed to be the "Successful Bid." The bidder who is accepted by the Trustee as the successful bidder (the "Successful Bidder") must pay all amounts reflected in the Successful Bid in cash at the closing of the sale. At the hearing on the Motion, and upon conclusion of the bidding process, the Trustee may also acknowledge a back-up bidder ("Back-Up Bidder") which shall be the bidder with the next best bid. Should the Successful Bidder fail to close escrow on the sale of the Property, the Trustee may sell the Property to the Back-Up Bidder without further Court order.

B. The Bankruptcy Court has the Authority to Implement the Proposed Overbid Procedures

Implementation of the bidding procedures is an action outside of the ordinary course of business. 11 U.S.C. § 363(b)(1) provides that a trustee "after notice and hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate." Furthermore, under 11 U.S.C. § 105(a), "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." Thus, pursuant to §§ 363(b)(1) and 105(a), this Court may authorize the implementation of overbidding procedures.

The bankruptcy court may issue orders determining the terms and conditions for overbids with respect to a sale of estate assets, including specifying the minimum

1 consideration required for an overbid, the particular contractual terms required to be
2 offered by overbidders, and requiring and setting the amount of potential overbidder's
3 deposits. In re Crown Corporation, 679 F.2d 774 (9th Cir. 1982). The overbid
4 procedures proposed in this Motion will ensure that the Property will generate the
5 greatest possible value to the Estate. They also place appropriate checks upon
6 overbidders to ensure that only Qualified Bids are considered.

7
8 **VII. THE BROKER'S COMMISSION SHOULD BE APPROVED**

9 Real estate brokers are "professionals" for Bankruptcy Code § 327 purposes and
10 as such their employment must be approved by the court. In re Cummins, 15 B.R. 893,
11 895 (B.A.P. 9th Cir. 1981). The Court entered an order approving the Trustee's
12 application for order authorizing the employment of the Broker to locate a buyer for the
13 Property on August 26, 2005. The Broker's commission is of the proposed sale price
14 and is reasonable. Further, in the Trustee's opinion, broker's commission are typically
15 6%. In the instant case, the Broker's commission is 5.5%. The Broker has performed a
16 very valuable service for the Estate by extensively marketing the Property and locating
17 the Buyer to purchase the Property.

18 As previously discussed, the sale is fair and reasonable and is in the best interest
19 of the Estate. Therefore, the 5.5% commission is reasonable and should be approved
20 by the Court.

21
22 **VIII. CONCLUSION**


23 Based on the foregoing, the Trustee respectfully requests that this Court grant the
24 Motion as follows:

- 25 1. Approve the overbid procedures outlined in the Motion;
- 26 2. Authorize the Trustee to sell the Property to the Buyer, the Successful
27 Bidder, or the Back-Up Bidder pursuant to 11 U.S.C. §§ 363(b) and (f);
28

3. Determine the Buyer, the Successful Bidder, and the Back-Up Bidder as a "good faith purchaser" pursuant to 11 U.S.C. § 363(m).
4. Approve the terms of the Agreement attached as Exhibit "1;"
5. Authorize the Trustee to pay the Aurora Lien, costs of sale, broker's commission, tax liens, and the Estate's pro rata share of real property taxes, in full from the proceeds of the Sale;
6. Authorize the Sale free and clear of the Cal Four Seasons Lien;
7. Authorize the Sale free and clear of the Lot 27 Lien, with the Lot 27 Lien to attach to the proceeds of the sale to the same extent, validity, and priority as existed on the Petition Date, without a waiver of any of the Trustee's rights; and
8. Authorize the Trustee to take any and all necessary action to consummate the sale of the Property.

DATED: September 30, 2005

WEILAND, GOLDEN,
SMILEY, WANG EKVALL & STROK, LLP

By: 
REEM J. BELLO
Attorneys for Howard M. Ehrenberg,
Chapter 7 Trustee

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2

3
4
5
6
7
8
9
10
11
12
13
14

15
16
17
18

19
20
21

22
23
24
25

26
27
28

SEP. 30. 2005 3:27PM

WEI ND. GOLDEN, ETAL

NO. 0037 P. 3

1 procedures sought to be approved by the Court herein (the "Overbid Procedures"). The
2 Buyer has made an earnest money deposit into escrow in the amount of \$85,500.

3 6. I believe the Buyer is offering fair market value for the Property.

4 7. I, through my Broker, have engaged in significant marketing activity related
5 to the Property for the past few weeks. I contracted with the Broker to locate a buyer for
6 the Property in order to ensure that the price received for the Property is the "best and
7 highest" available. The \$2,900,000 offer from the Buyer was the best offer received to
8 date.

9 8. The anticipated sale of the Property has been negotiated with the Buyer in
10 "arms-length" discussions. There is no relationship between the Buyer and me.
11 Moreover, the sale will be conducted in a commercially reasonable manner following
12 appropriate notice, and evidence of the efforts to market the Property.

13 9. Attached as Exhibit "2" is a copy of the preliminary title report on the
14 Property.

15 10. Attached as Exhibit "3" is a copy of the claim filed by Aurora on July 11,
16 2004.

17 11. Attached as Exhibit "4" is a copy of the Lis Pendens.

18 12. Attached as Exhibit "5" is a copy of the order approving the settlement
19 between the Debtors and Farahi.

20 13. Attached as Exhibit "6" is a copy of the Escrow Instructions and
21 Withdrawal.

22 14. Attached as Exhibit "7" is a copy of the Cal Four Seasons Lien. Attached
23 as Exhibit "16" is a copy of the checks paid to Cal Four Seasons in satisfaction of its lien.

24 15. Attached as Exhibit "8" is a copy of the Lot 27 Lien.

25 I declare under penalty of perjury that the foregoing is true and correct.

26 Executed this 30th day of September, 2005, at Los Angeles, California.

27
28 
HOWARD M. EHRENBURG

[illegible]

3

4
5
6
7
8

9
0
1
2
3
4
5

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844

1

[illegible]

SEP. 30. 2005 2:16PM

WEIL, GOLDEN, ETAL

NO. 0036 P. 2

1 procedures and date, time and location of the Bankruptcy Court hearing on the Motion.
2 Attached as Exhibit "14" is a copy of the updated listing of the Property in the multiple
3 listing service.

4 7. Based upon my years of experience as a real estate agent and based upon
5 my knowledge of the neighborhood where the Property is located, the Purchase Price
6 was the best offer received by the Trustee to date. Moreover, the proposed overbid
7 procedures will ensure that the Property is sold for the best and highest price. My office
8 will send a copy of the Notice to all parties who have previously expressed an interest in
9 the Property.

10 I declare that the foregoing is true and correct under the penalty of perjury.

11 Executed this 30th day of September, 2005, in Beverly Hills, California.

12 
13 BARRY SLOANE
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

1. I am the proposed buyer of the real property located at 2846 Deep Canyon Drive, Beverly Hills, California (the "Property"). I make this declaration based on facts within my personal knowledge and if called as a witness, could and would testify thereto. Capitalized terms in this declaration shall have the same meaning ascribed to them in this Motion.

3. I was advised of the sale of the Property through my broker, Judi Fogelman of Coldwell Banker ("Fogelman").

I declare that the foregoing is true and correct under the penalty of perjury.

SEE ATTACHED SIGNATURE PAGE

DECLARATION

09/30/2005 11:27 FAX 310 724 0

SOTHEBY'S INT'L REALTY

003/004

SEP. 30. 2005 10:48AM

WEILAND, GOLDEN, ET AL

NO. 4652 P. 4

DECLARATION OF JEFFREY GROSS

I, Jeffrey Gross, hereby declare and state as follows:

1. I am the proposed buyer of the real property located at 2848 Deep Canyon Drive, Beverly Hills, California (the "Property"). I make this declaration based on facts within my personal knowledge and if called as a witness, could and would testify thereto. Capitalized terms in this declaration shall have the same meaning ascribed to them in this Motion.

2. I have no relationship with the Debtors or the Trustee.

3. I was advised of the sale of the Property through my broker, Judi Fogelman of Coldwell Banker ("Fogelman").

4. I made an offer to purchase the Property through Fogelman. All negotiations between me and the Trustee were arms-length negotiations conducted through Fogelman and the Trustee's real estate broker.

I declare that the foregoing is true and correct under the penalty of perjury.

Executed this 30th day of September, 2005, in Beverly Hills, California.


JEFFREY GROSS

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

3

4
5
6
7
8

9

10

11

12
13
14

15

16

17

SEP. 30. 2005 10:48AM

WEILAND, GOLDEN, ET AL

NO. 4652 P. 5

DECLARATION OF GINA RAPHAEL

I, Gina Raphael, hereby declare and state as follows:

1. I am the proposed buyer of the real property located at 2648 Deep Canyon Drive, Beverly Hills, California (the "Property"). I make this declaration based on facts within my personal knowledge and if called as a witness, could and would testify thereto. Capitalized terms in this declaration shall have the same meaning ascribed to them in this Motion.

2. I have no relationship with the Debtors or the Trustee.

3. I was advised of the sale of the Property through my brother, Judi Fogelman of Coldwell Banker ("Fogelman").

4. I made an offer to purchase the Property through Fogelman. All negotiations between me and the Trustee were arms-length negotiations conducted through Fogelman and the Trustee's real estate broker.

I declare that the foregoing is true and correct under the penalty of perjury.

Executed this 30th day of September, 2005, in Beverly Hills, California.

Gina Raphael
GINA RAPHAEL

09/20/2005 10:51 FAX 213 6294520

SULMEYERKUPETZ

0003

09/20/2005 09:43 FAX 310 724 7010

SOTHEBY'S INT'L REALTY

0004/019

CALIFORNIA
ASSOCIATION
OF REALTORS®CALIFORNIA
RESIDENTIAL PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONSFor Use With Single Family Residential Property — Attached or Detached
(C.A.R. Form RPA-CA, Revised 10/02)COLDWELL
BANKER®
RESIDENTIAL BROKERAGE

Date September 14, 2005

BEVERLY HILLS

California.

1. OFFER:

A. THIS IS AN OFFER FROM JEFFREY GROSS, GINA RAPHAEL (Buyer).B. THE REAL PROPERTY TO BE ACQUIRED is described as 2846 DEER CANYON DR., BEVERLY HILLS CA 90210, situated in

Assessor's Parcel No.

County of

LOS ANGELES

California. ("Property").

C. THE PURCHASE PRICE offered is Two Million Eight Hundred Fifty Thousand Dollars \$ 2,850,000.00D. CLOSE OF ESCROW shall occur on _____ (date) (or ☐ _____ Days After Acceptance).

2. FINANCE TERMS: Obtaining the loans below is a contingency of this Agreement unless: (i) either 2K or 2L is checked below, or (ii) otherwise agreed in writing. Buyer shall act diligently and in good faith to obtain the designated loans. Obtaining deposit, down payment and closing cost is not a contingency. Buyer represents that funds will be good when deposited with Escrow Holder.

A. INITIAL DEPOSIT: Buyer has given a deposit in the amount of \$ 85,500.00to the agent submitting the offer (or to ☐ _____), by personal check(or ☐ _____), made payable to COLDWELL BANKER

which shall be held uncashed until Acceptance and then deposited within 3 business days after Acceptance

(or ☐ _____), withEscrow Holder, (or ☐ into Broker's trust account).

B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ _____

C. FIRST LOAN IN THE AMOUNT OF \$ 1,200,000.00(1) NEW First Deed of Trust in favor of lender, encumbering the Property, securing a note payable at maximum interest of 6.500 % fixed rate, or _____ % initial adjustable rate with a maximum interest rate of _____ %, balance due in 30 years, amortized over 30 years. Buyer shall pay loan fees/points not to exceed _____ (These terms apply whether the designated loan is conventional, FHA or VA.)(2) ☐ FHA ☐ VA: (The following terms only apply to the FHA or VA loan that is checked.)
Seller shall pay _____ % discount points. Seller shall pay other fees not allowed to be paid by Buyer.
☐ not to exceed \$ _____ Seller shall pay the cost of lender required Repairs (including those for wood destroying pest) not otherwise provided for in this Agreement ☐ not to exceed \$ _____ (Actual loan amount may increase if mortgage insurance premiums, funding fees or closing costs are financed.)D. ADDITIONAL FINANCING TERMS: ☐ Seller financing, (C.A.R. Form SFA); ☐ secondary financing, _____ \$
(C.A.R. Form PAA, paragraph 4A); ☐ assumed financing (C.A.R. Form PAA, paragraph 4B)E. BALANCE OF PURCHASE PRICE (not including costs of obtaining loans and other closing costs) in the amount of \$ 1,564,500.00to be deposited with Escrow Holder within sufficient time to close escrow. \$ 2,850,000.00

F. PURCHASE PRICE (TOTAL): _____ \$

G. LOAN APPLICATIONS: Within 7 (or ☐ _____) Days After Acceptance, Buyer shall provide Seller a letter from lender or mortgage loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for the NEW loan specified in 2C above.H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to 2G) shall, within 7 (or ☐ _____) Days After Acceptance, provide Seller written verification of Buyer's down payment and closing costs.I. LOAN CONTINGENCY REMOVAL: (i) Within 17 (or ☐ _____) Days After Acceptance, Buyer shall, as specified in paragraph 14, remove the loan contingency or cancel this Agreement; OR (ii) (if checked) ☐ the loan contingency shall remain in effect until the designated loans are funded.J. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (OR, if checked, ☒ is NOT) contingent upon the Property appraising at no less than the specified purchase price. If there is a loan contingency, at the time the loan contingency is removed (or, if checked, ☐ within 17 (or _____) Days After Acceptance), Buyer shall, as specified in paragraph 14B(3), remove the appraisal contingency or cancel this Agreement. If there is no loan contingency, Buyer shall, as specified in paragraph 14B(3), remove the appraisal contingency within 17 (or _____) Days After Acceptance.K. ☒ NO LOAN CONTINGENCY (if checked): Obtaining any loan in paragraphs 2C, 2D or elsewhere in this Agreement is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.L. ☐ ALL CASH OFFER (if checked): No loan is needed to purchase the Property. Buyer shall, within 7 (or ☐ _____) Days After Acceptance, provide Seller written verification of sufficient funds to close this transaction.

3. CLOSING AND OCCUPANCY:

A. Buyer intends (or ☐ does not intend) to occupy the Property as Buyer's primary residence.B. Seller-occupied or vacant property: Occupancy shall be delivered to Buyer at _____ ☐ AM ☐ PM, ☒ on the date of Close Of Escrow;
☐ on _____; or ☐ no later than _____ Days After Close Of Escrow. (C.A.R. Form PAA, paragraph 2.) If transfer of title and occupancy do not occur at the same time, Buyer and Seller are advised to: (i) enter into a written occupancy agreement; and (ii) consult with their insurance and legal advisors.The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1991-2005, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.
RPA-CA REVISED 10/02 (PAGE 1 OF 8)Buyer's Initials (JE) (GR)
Seller's Initials (JS) (GR)Reviewed by JS Date _____Agent: Judi Fogelman/Lisa Chorna
Broker: Coldwell Banker

Phone: (310) 777-6343

Fax: (310) 248-5361

Prepared using WINForms® software

304 E Canyon Dr Ste E Beverly Hills CA 90210

EXHIBIT \ PAGE 28

EXHIBIT \ PAGE 23

09/20/2005 10:52 FAX 213 6294520

SULMEYERKUPETZ

005

09/20/2005 09:44 FAX 310 724 7010

SOTHEBY'S INT'L REALTY

008/019

Property Address: 2846 DEEP CANYON DR., BEVERLY HILLS, CA 90210Date: September 14, 2005

- (4) If any disclosure or notice specified in 5A(1), or subsequent or amended disclosure or notice is delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days After delivery in person, or 5 Days After delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent. (Lead Disclosures sent by mail must be sent certified mail or better.)
- (5) Note to Buyer and Seller: Waiver of Statutory and Lead Disclosures is prohibited by Law.
- B. **NATURAL AND ENVIRONMENTAL HAZARDS:** Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) deliver to Buyer the earthquake guides (and questionnaire) and environmental hazards booklet; (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- C. **DATA BASE DISCLOSURE: NOTICE:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.
6. **CONDOMINIUM/PLANNED UNIT DEVELOPMENT DISCLOSURES:**
- A. **SELLER HAS:** 7 (or ☐ _____) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned unit development or other common interest subdivision (C.A.R. Form SSD).
- B. If the Property is a condominium or is located in a planned unit development or other common interest subdivision, Seller has 3 (or ☐ _____) Days After Acceptance to request from the HOA (C.A.R. Form HOA): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3).
7. **CONDITIONS AFFECTING PROPERTY:**
- A. Unless otherwise agreed: (i) the Property is sold (a) in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debts and personal property not included in the sale shall be removed by Close Of Escrow.
- B. **SELLER SHALL,** within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, AND MAKE OTHER DISCLOSURES REQUIRED BY LAW (C.A.R. Form SSD).
- C. **NOTE TO BUYER:** You are strongly advised to conduct investigations of the entire Property in order to determine its present condition since Seller may not be aware of all defects affecting the Property or other factors that you consider important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.
- D. **NOTE TO SELLER:** Buyer has the right to inspect the Property and, as specified in paragraph 14B, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that you make Repairs or take other action.
8. **ITEMS INCLUDED AND EXCLUDED:**
- A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 8B or C.
- B. **ITEMS INCLUDED IN SALE:**
- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) Existing electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, private integrated telephone systems, air coolers/conditioners, pool/spa equipment, garage door opener/remote controls, mailbox, in-ground landscaping, trees/shrubs, water softeners, water purifiers, security systems/alarms; and
- (3) The following items: ALL APPLIANCES NOW IN THE HOUSE
- (4) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
- (5) All items included shall be transferred free of liens and without Seller warranty.
- C. **ITEMS EXCLUDED FROM SALE:** _____
9. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Buyer shall complete Buyer Investigations and, as specified in paragraph 14B, remove the contingency or cancel this Agreement. Buyer shall give Seller, at no cost, complete Copies of all Buyer Investigation reports obtained by Buyer. Seller shall make the Property available for all Buyer Investigations. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's investigations and through the date possession is made available to Buyer.

Buyer's Initials (4) (SG)
Seller's Initials (ME) ()

Reviewed by _____ Date _____



09/20/2005 09:44 FAX 310 724 10

SOTHEBY'S INT'L REALTY

006

007/019

Property Address: 2846 DEEP CANYON DR., BEVERLY HILLS, CA 90210

Date: September 14, 2005

10. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of receipts and statements to Buyer prior to final verification of condition.
11. **BUYER INDEMNITY AND SELLER PROTECTION FOR ENTRY UPON PROPERTY:** Buyer shall: (i) keep the Property free and clear of liens; (ii) Repair all damage arising from Buyer investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-responsibility" (C.A.R. Form NNR) for Buyer investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
12. **TITLE AND VESTING:**
- A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary (title) report, which is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.**
- E. Buyer shall receive a CLTA/ALTA Homeowner's Policy of Title Insurance. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.
13. **SALE OF BUYER'S PROPERTY:**
- A. This Agreement is NOT contingent upon the sale of any property owned by Buyer.
- OR B. ☐ (If checked): The attached addendum (C.A.R. Form COP) regarding the contingency for the sale of property owned by Buyer is incorporated into this Agreement.
14. **TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph must be in writing (C.A.R. Form CR).
- A. **SELLER HAS:** 7 (or ☐) Days After Acceptance to deliver to Buyer all reports, disclosures and information for which Seller is responsible under paragraphs 4, 5A and B, 6A, 7B and 12.
- B. (1) **BUYER HAS:** 17 (or ☒ 7) Days After Acceptance, unless otherwise agreed in writing, to:
- (i) complete all Buyer investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property (including lead-based paint and lead-based paint hazards as well as other information specified in paragraph 5 and insurability of Buyer and the Property); and
- (ii) return to Seller Signed Copies of Statutory and Lead Disclosures delivered by Seller in accordance with paragraph 5A.
- (2) Within the time specified in 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.
- (3) By the end of the time specified in 14B(1) (or 21 for loan contingency or 2J for appraisal contingency), Buyer shall, in writing, remove the applicable contingency (C.A.R. Form CR) or cancel this Agreement. However, if (i) government-mandated inspections/reports required as a condition of closing; or (ii) Common Interest Disclosures pursuant to paragraph 6B are not made within the time specified in 14A, then Buyer has 5 (or ☐) Days After receipt of any such items, or the time specified in 14B(1), whichever is later, to remove the applicable contingency or cancel this Agreement in writing.
- C. **CONTINUATION OF CONTINGENCY OR CONTRACTUAL OBLIGATION; SELLER RIGHT TO CANCEL:**
- (1) **Seller right to Cancel; Buyer Contingencies:** Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit if, by the time specified in this Agreement, Buyer does not remove in writing the applicable contingency or cancel this Agreement. Once all contingencies have been removed, failure of either Buyer or Seller to close escrow on time may be a breach of this Agreement.
- (2) **Continuation of Contingency:** Even after the expiration of the time specified in 14B, Buyer retains the right to make requests to Seller, remove in writing the applicable contingency or cancel this Agreement until Seller cancels pursuant to 14C(1). Once Seller receives Buyer's written removal of all contingencies, Seller may not cancel this Agreement pursuant to 14C(1).
- (3) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit for any of the following reasons: (i) if Buyer fails to deposit funds as required by 2A or 2B; (ii) if the funds deposited pursuant to 2A or 2B are not good when deposited; (iii) if Buyer fails to provide a letter as required by 2G; (iv) if Buyer fails to provide verification as required by 2H or 2L; (v) if Seller reasonably disapproves of the verification provided by 2H or 2L; (vi) if Buyer fails to return Statutory and Lead Disclosures as required by paragraph 5A(2); or (vii) if Buyer fails to sign or initial a separate liquidated damage form for an increased deposit as required by paragraph 15. Seller is not required to give Buyer a Notice to Perform regarding Close of Escrow.
- (4) **Notice To Buyer To Perform:** The Notice to Buyer to Perform (C.A.R. Form NBP) shall: (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least 24 (or ☐) hours (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform may not be given any earlier than 2 Days Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet a 14C(3) obligation.

Buyer's Initials (AS)
Seller's Initials (JS)

Reviewed by _____ Date _____



2846 DEEP CANY

09/20/2005 10:53 FAX 213 8294520

SULMEYERKUPETZ

0007

09/20/2005 09:45 FAX 310 724 7010

SOTHEBY'S INT'L REALTY

0008/019

Property Address: 2846 DEEP CANYON DR., BEVERLY HILLS CA 90210

Date: September 14, 2005

D. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall conclusively be deemed to have: (i) completed all Buyer investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for repairs or corrections pertaining to that contingency or cancellation right, or for inability to obtain financing.

E. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to sign mutual instructions to cancel the sale and escrow and release deposits to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Release of funds will require mutual signed release instructions from Buyer and Seller, judicial decision or arbitration award. A party may be subject to a civil penalty of up to \$1,000 for refusal to sign such instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

15. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final inspection of the Property within 5 (or _____) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 7A; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement.

16. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, signed release instructions from both Buyer and Seller, judicial decision or arbitration award.

BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION FOR ANY INCREASED DEPOSIT. (C.A.R. FORM RID)

Buyer's Initials SA / SASeller's Initials SA / SA**17. DISPUTE RESOLUTION:**

A. MEDIATION: Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Paragraphs 17B(2) and (3) below apply whether or not the Arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

B. ARBITRATION OF DISPUTES: (1) Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 17B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. The parties shall have the right to discovery in accordance with California Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Interpretation of this agreement to arbitrate shall be governed by the Federal Arbitration Act.

(2) EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in California Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation and arbitration provisions.

(3) BROKERS: Buyer and Seller agree to mediate and arbitrate disputes or claims involving either or both Brokers, consistent with 17A and B, provided either or both Brokers shall have agreed to such mediation or arbitration prior to, or within a reasonable time after, the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the Agreement.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials SA / SASeller's Initials SA / SA

Property Address: 2846 DEEP CANYON DR. BEVERLY HILLS CA 90210

Date: September 14, 2005

- 18. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer, and (ii) for periods prior to Close Of Escrow, by Seller. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 19. WITHHOLDING TAXES:** Seller and Buyer agree to execute any instrument, affidavit, statement or instruction reasonably necessary to comply with federal (FIRPTA) and California withholding Law, if required (C.A.R. Forms AS and AB).
- 20. MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the terms of this transaction to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
- 21. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 22. ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 17A.
- 23. SELECTION OF SERVICE PROVIDERS:** If Brokers refer Buyer or Seller to persons, vendors, or service or product providers ("Providers"), Brokers do not guarantee the performance of any Providers. Buyer and Seller may select ANY Providers of their own choosing.
- 24. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.
- 25. OTHER TERMS AND CONDITIONS, including attached supplements:**
- A. ☒ Buyer's Inspection Advisory (C.A.R. Form BIA)
 - B. ☒ Purchase Agreement Addendum (C.A.R. Form PAA paragraph numbers: _____) COLONELL BANKER ADDENDUM
 - C. ☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
 - D. ESCROW TO CLOSE 2 WEEKS AFTER COURT CONFIRMATION
- 26. DEFINITIONS:** As used in this Agreement
- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a party and is delivered to and personally received by the other party or that party's authorized agent in accordance with the terms of this offer or a final counter offer.
 - B. "Agreement" means the terms and conditions of this accepted California Residential Purchase Agreement and any accepted counter offers and addenda.
 - C. "C.A.R. Form" means the specific form referenced or another comparable form agreed to by the parties.
 - D. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded. If the scheduled close of escrow falls on a Saturday, Sunday or legal holiday, then close of escrow shall be the next business day after the scheduled close of escrow date.
 - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - F. "Days" means calendar days, unless otherwise required by Law.
 - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59PM on the final day.
 - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - I. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other.
 - J. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - K. "Notice to Buyer to Perform" means a document (C.A.R. Form NBP), which shall be in writing and Signed by Seller and shall give Buyer at least 24 hours (or as otherwise specified in paragraph 14C(4)) to remove a contingency or perform as applicable.
 - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
 - N. Singular and Plural terms each include the other, when appropriate.

Property Address: 2846 DEEP CANYON DR., BEVERLY HILLS CA 90210

Date: September 14, 2005

27. AGENCY:

- A. DISCLOSURE:** Buyer and Seller each acknowledge prior receipt of C.A.R. Form AD "Disclosure Regarding Real Estate Agency Relationships."
- B. POTENTIALLY COMPETING BUYERS AND SELLERS:** Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer-broker agreement or separate document (C.A.R. Form DA). Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties of interest to this Buyer.
- C. CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
Listing Agent SOTHEBY'S INT'L REALTY (Print Firm Name) is the agent of (check one): ☒ the Seller exclusively; or ☐ both the Buyer and Seller.
Selling Agent COLONELL BANKER (Print Firm Name) (if not same as Listing Agent) is the agent of (check one): ☒ the Buyer exclusively; or ☐ the Seller exclusively; or ☐ both the Buyer and Seller. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

28. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

- A.** The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: 1, 2, 4, 12, 13B, 14E, 18, 19, 24, 25B and 25D, 26, 28, 29, 32A, 33 and paragraph D of the section titled Real Estate Brokers on page 8. If a Copy of the separate compensation agreement(s) provided for in paragraph 29 or 32A, or paragraph D of the section titled Real Estate Brokers on page 8 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.
- B.** A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or ☐). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement.
- C.** Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraphs 29, 32A and paragraph D of the section titled Real Estate Brokers on page 8. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraphs 29 and 32A, respectively, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Escrow Holder shall immediately notify Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- D.** A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 2 business days after mutual execution of the amendment.
- 29. BROKER COMPENSATION FROM BUYER:** If applicable, upon Close Of Escrow, Buyer agrees to pay compensation to Broker as specified in a separate written agreement between Buyer and Broker.
- 30. TERMS AND CONDITIONS OF OFFER:**

This is an offer to purchase the Property on the above terms and conditions. All paragraphs with spaces for initials by Buyer and Seller are incorporated in this Agreement only if initialed by all parties. If at least one but not all parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.



Property Address: 2846 DEEP CANYON DR., BEVERLY HILLS, CA 90210 Date: September 14, 2005

31. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit shall be returned unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by _____, who is authorized to receive it by 5:00 PM on the third calendar day after this offer is signed by Buyer (or, if checked, ☐ by _____, ☐ AM ☐ PM).

Date September 14, 2005 (date), at _____
BUYER Jeffrey Gross
JEFFREY GROSS
(Print Name)
Date September 14, 2005 (date), at _____
BUYER John Rapar
JOHN RAPAR
(Print Name)

(Address)
32. BROKER COMPENSATION FROM SELLER:
A. Upon Close Of Escrow, Seller agrees to pay compensation to Broker as specified in a separate written agreement between Seller and Broker.
B. If escrow does not close, compensation is payable as specified in that separate written agreement.

33. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to deliver a Signed Copy to Buyer.
☒ (If checked) SUBJECT TO ATTACHED COUNTER OFFER, DATED _____

Date _____
SELLER X [Signature]
(Print Name)
Date _____
SELLER _____
(Print Name)

(Address)
CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____ ☐ AM ☐ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
B. Agency relationships are confirmed as stated in paragraph 27.
C. If specified in paragraph 2A, Agent who submitted the offer for Buyer acknowledges receipt of deposit.
D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii) ☐ (if checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker.

Real Estate Broker (Selling Firm) COLDWELL BANKER
By Judy Fogelman Date _____
Address _____ City _____ State _____ Zip _____
Telephone (310) 777-6343 Fax (310) 248-5361 E-mail judy.fogelman@aol.com

Real Estate Broker (Listing Firm) SOTHEBY'S INT'L REALTY
By [Signature] Date 9/15/05
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ _____), counter offer numbers _____ and _____, and agrees to act as Escrow Holder subject to paragraph 28 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____
By _____ Date _____
Address _____
Phone/Fax/E-mail _____

Escrow Holder is licensed by the California Department of ☐ Corporations, ☐ Insurance, ☐ Real Estate. License # _____

(_____/_____) REJECTION OF OFFER: No counter offer is being made. This offer was reviewed and rejected by Seller on (Seller's Initials) _____ (Date) _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



CALIFORNIA
ASSOCIATION
OF REALTORS®

BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 10/02)

Property Address: 2845 DEEP CANYON DR., BEVERLY HILLS CA 90210

(Property).

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you material facts known to him/her that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. In sales involving residential dwellings with no more than four units, Brokers have a duty to make a diligent visual inspection of the accessible areas of the Property and to disclose the results of that inspection. However, as some Property defects or conditions may not be discoverable from a visual inspection, it is possible Brokers are not aware of them. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

- 1. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof, plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa, other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property. (Structural engineers are best suited to determine possible design or construction defects, and whether improvements are structurally sound.)
- 2. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. (Professionals such as appraisers, architects, surveyors and civil engineers are best suited to determine square footage, dimensions and boundaries of the Property.)
- 3. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms and other infestation or infection. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. A registered structural pest control company is best suited to perform these inspections.
- 4. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage. (Geotechnical engineers are best suited to determine such conditions, causes and remedies.)

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats.

Copyright © 1991-2004, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

BIA REVISED 10/02 (PAGE 1 OF 2)

Buyer's Initials (JA) (JG)

Seller's Initials (ME) ()

Reviewed by _____ Date _____



BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 2)

Agent: Judi Fogelman/Lisa Chorna

Phone: (310) 777-6343

Fax: (310) 348-5381

Prepared using WINForm® software

Broker: Coldwell Banker

301 N Canon Dr Ste E

Beverly Hills

CA 90210

Property Address: 2416 DEEP CANYON DR., BEVERLY HILLS CA 90210

Date: September 14, 2005

5. **ROOF:** Present condition, age, leaks, and remaining useful life. (Roofing contractors are best suited to determine these conditions.)
6. **POOL/SPA:** Cracks, leaks or operational problems. (Pool contractors are best suited to determine these conditions.)
7. **WASTE DISPOSAL:** Type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
8. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components.
9. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants). (For more information on these items, you may consult an appropriate professional or read the booklets "Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants," "Protect Your Family From Lead in Your Home" or both.)
10. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood. (A Geologist or Geotechnical Engineer is best suited to provide information on these conditions.)
11. **FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies. (An Insurance agent is best suited to provide information on these conditions.)
12. **BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. (Such information is available from appropriate governmental agencies and private information providers. Brokers are not qualified to review or interpret any such information.)
13. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants; and the right of a landlord to terminate a tenancy. Deadbolts or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements. (Government agencies can provide information about these restrictions and other requirements.)
14. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. (Local government agencies can provide information about these restrictions and other requirements.)
15. **NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless Internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

[Signature] 09/14/2005
Buyer Signature Date

[Signature] 09/14/2005
Buyer Signature Date

[Signature] 9/14/05
Seller Signature Date

[Signature]
Seller Signature Date

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.), NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
325 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____





CALIFORNIA
ASSOCIATION
OF REALTORS®

**WOOD DESTROYING PEST INSPECTION AND
ALLOCATION OF COST ADDENDUM**
(C.A.R. Form WPA, Revised 10/02)



This is an addendum to the ☒ California Residential Purchase Agreement or ☐ Other _____
(Agreement), dated September 14, 2005
on property known as 2846 DEEP CANYON DR., BEVERLY HILLS CA 90210
between _____ ("Property"),
and JEFFREY GROSS, GINA RAPHAEL ("Buyer")
("Seller").

THE FOLLOWING SHALL REPLACE THE WOOD DESTROYING PEST INSPECTION PARAGRAPH (4A in the California Residential Purchase Agreement (RPA-CA)) and shall supersede any conflicting terms in any previously-generated agreement:

WOOD DESTROYING PESTS

- A. ☐ Buyer ☒ Seller shall pay for a Pest Control Report for wood destroying pests and organisms only ("Report"). The Report shall be prepared by SELLER'S CHOICE, a registered structural pest control company, who shall separate the Report into sections for evident infestation or infection (Section 1) and for conditions likely to lead to infestation or infection (Section 2). The Report shall cover the main building and attached structures and, if checked: ☐ detached garages and carports, ☐ detached decks, ☐ the following other structures on the Property: _____
The Report shall not include roof coverings. If the Property is a unit in a condominium or other common interest subdivision, the Report shall include only the separate interest and any exclusive-use areas being transferred, and shall not include common areas. Water tests of shower pans on upper level units may not be performed unless the owners of property below the shower consent. If Buyer requests inspection of inaccessible areas, Buyer shall pay for the cost of entry, inspection and closing for those areas, unless otherwise agreed. A written Pest Control Certification shall be issued prior to Close Of Escrow, unless otherwise agreed, only if no infestation or infection is found or if required corrective work is completed.
- B. (Section 1) ☐ Buyer ☒ Seller shall pay for work recommended to correct "Section 1" conditions described in the Report and the cost of inspection, entry and closing of those inaccessible areas where active infestation or infection is discovered.
(Section 2) ☒ Buyer ☐ Seller shall pay for work recommended to correct "Section 2" conditions described in the Report if requested by Buyer.

By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Addendum.

Date September 14, 2005

Date 9/16/05

Buyer Jeffrey Gross

Seller X 101447, Trust

Buyer Gina Raphael

Seller _____

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 2002, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.
THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published by the
California Association of REALTORS®

Reviewed by _____ Date _____



WPA REVISED 10/02 (PAGE 1 OF 1)

WOOD DESTROYING PEST INSPECTION AND ALLOCATION OF COST ADDENDUM (WPA PAGE 1 OF 1)

Agent: Judi Fogelman-Lin Choma Phone: (310) 777-6343 Fax: (310) 248-5361 Prepared using WINForms® software
Broker: Coldwell Banker 301 N Canon Dr Ste E Beverly Hills CA 90210



CALIFORNIA
ASSOCIATION
OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

(As required by the Civil Code)
(C.A.R. Form AD, Revised 10/04)



When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller:

A Fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer:

A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

☒ BUYER ☐ SELLER

Date September 14, 2005 Time ☐ AM ☐ PM

☒ BUYER ☐ SELLER

Date September 14, 2005 Time ☐ AM ☐ PM

AGENT COLDWELL BANKER

By [Signature] Date 09/14/2005

(Please Print)

THIS FORM SHALL BE PROVIDED AND ACKNOWLEDGED AS FOLLOWS (CIVIL CODE §2079.14):

- When the listing brokerage company also represents Buyer, the Listing Agent shall have one AD form signed by Seller and one signed by Buyer.
- When Buyer and Seller are represented by different brokerage companies, the Listing Agent shall have one AD form signed by Seller and the Buyer's Agent shall have one AD form signed by Buyer and one AD form signed by Seller.

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1991-2004, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

AD REVISED 10/04 (PAGE 1 OF 1)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS (AD PAGE 1 OF 1)

Agent: Judi Fogelman/Jasa Chorna

Phone: (310) 777-6343

Fax: (310) 248-6361

Prepared using WINForm® software

Broker: Coldwell Banker

301 N Canon Dr Ste E

Beverly Hills

CA 90210



CALIFORNIA
ASSOCIATION
OF REALTORS®

**DISCLOSURE AND CONSENT FOR
REPRESENTATION OF MORE THAN ONE
BUYER OR SELLER.**



A real estate broker, whether a corporation, partnership or sole proprietorship, ("Broker") may represent more than one buyer or seller provided the Broker has made a disclosure and the principals have given their consent. This multiple representation can occur through an individual licensed as a broker or through different associate licensees acting for the Broker. The associates licensees may be working out of the same or different office locations.

Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Buyer and Seller understand that Broker may represent more than one buyer or seller and even both buyer and seller on the same transaction

If Seller is represented by Broker, Seller acknowledges, that Broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both Seller and Buyer in that transaction.

If Buyer is represented by Broker, Buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both Buyer and Seller with regard to that property.

In the event of dual agency, Seller and Buyer agree that: (a) Broker, without the prior written consent of the Buyer, will not disclose to Seller that the Buyer is willing to pay a price greater than the offered price; (b) Broker, without the prior written consent of the Seller, will not disclose to the Buyer that Seller is willing to sell property at a price less than the listing price; and (c) other than as set forth in (a) and (b) above, a Dual Agent is obligated to disclose known facts materially affecting the value or desirability of the property to both parties.

Seller and/or Buyer acknowledges reading and understanding this Disclosure and Consent for Representation of More than One Buyer or Seller and agree to the dual agency possibility disclosed.

Seller/Buyer

JEFFREY GROSS

Seller

Date September 14, 2005

Seller/Buyer

JINA RAPRAEL

Date September 14, 2005

Real Estate Broker (Firm) COLDWELL BANKER

Date September 14, 2005

By

Judi Fogelman

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright© 1991-2000, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

10/2000

DA-11 (PAGE 1 OF 1)

Coldwell Banker
Phone: (310) 777-6343

301 N Canon Dr Ste E, Beverly Hills, CA 90210
Fax: (310) 248-5361
Judi Fogelman/Lisa Choma

Reviewed by

Broker or Designee

Date



2846 DEBI CANY



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: Consumer
From: Coldwell Banker Residential Brokerage

Thank you for contacting us, your local Coldwell Banker Residential Brokerage office (hereinafter Broker), in connection with the purchase or sale of a home or other property. This is to give you notice that Broker has a business relationship with the companies listed in this Statement, in that each of the companies is wholly or partially owned either directly or indirectly by Broker or by Cendant Corporation. Cendant Corporation indirectly wholly owns NRT Incorporated, a parent company of your local Broker and other brokerage offices throughout the nation. Cendant Corporation also owns the franchisor of the COLDWELL BANKER®, COLDWELL BANKER COMMERCIAL®, CENTURY 21® and ERA® systems. Because of these relationships, the referral of business to these companies may provide us, our employees or other related parties noted herein a financial or other benefit. We will not be paid a referral fee as a result of any referral to the non-real estate brokerage companies.

In connection with providing real estate brokerage services, Broker may receive a commission or a cooperative brokerage referral fee for a referral to another real estate brokerage company (which is typical in the real estate brokerage industry); however, this will not affect the amount you pay to purchase or sell a property.

We have set forth below the full range of services that these companies provide, along with an estimate of the range of charges generally made for these services. You are NOT required to use the listed companies as a condition of the purchase or sale of your property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

COMPANIES	HUD-1 DESCRIPTION/LINE DESIGNATION	ESTIMATE OF RANGE OF CHARGES GENERALLY MADE BY PROVIDER
Cendant Mortgage Corporation, First Capital Corporation and/or Coldwell Banker Mortgage. Provide a full range of residential first mortgage loan products and services.	Loan origination fee (801) Loan discount fee/points (802) Application fee (800 Series)	0 - 2% of loan amount 0 - 5% of loan amount \$0 - \$450
Mid-Exchange, Inc. Acts as a qualified intermediary for IRC 1031 Tax Deferred Exchanges.	Additional settlement charges (1300 Series)	\$700 for one relinquished and one replacement property; \$250 for each additional property. Additional fees may apply depending on size of transaction.
Property I.D.® California and/or Property I.D.® U.S.A. Researches and provides a parcel-specific report accurately disclosing information to a buyer pursuant to applicable laws.	Additional settlement charges (1300 Series)	\$20.90 - \$149 (varies depending upon the type of report requested and the method of payment).
Borrow Escrow Services, Progressive Title Company-Westland Escrow Division, Warranty Escrow Company, Inc. and/or West Coast Escrow. Provides expert handling of all details in transferring the property in accordance with the real estate contract.	Settlement/escrow (1101) on: \$100,000 home \$250,000 home \$500,000 home Document preparation/processing fees (1105)	\$300 - \$525 \$500 - \$800 \$900 - \$1,225 \$0 - \$500
Equity Title Company Provides searches of public records that bring to your attention any known problems with the property's title before closing, and insures against loss due to certain title defects.	Purchase of owner's or lender's policy (1108-1110) for: \$100,000 home \$250,000 home \$500,000 home Purchase of lender's policy simultaneously issued with buyer's policy (1108-1110) for: \$100,000 home \$250,000 home \$500,000 home	\$392 - \$753 \$643 - \$1,224 \$990 - \$1,902 \$281 - \$344 \$388 - \$475 \$537 - \$657
<p>1. Actual charges may vary according to the particular circumstances underlying the transaction, including the home value, coverage and limits, other requested items and services, unusual market conditions, government regulations, property location and features, and other similar factors. Rates may not be the lowest available and are subject to change. For a free, no obligation quote, please contact the company directly. Where required by state law, current rates for insurance are filed with the applicable state agency, and depending upon the circumstances, may vary from the rates shown above.</p> <p>2. The loan discount fee/points are affected by the note rate. Depending upon market conditions, the loan discount fee/points may be higher to adjust for below-market rates.</p> <p>3. There are other charges imposed in connection with mortgage loans. In addition, a lender may require the use of other service providers, including but not limited to an attorney, credit reporting agency or real estate appraiser chosen to represent the lender's interest. If you apply to either of these companies for a loan, you will receive additional information regarding anticipated charges.</p>		

Page 1 of 2 Pages

Coldwell Banker
Phone: (310) 777-6343
301 N Canon Dr Ste B
Fax: (310) 248-5361
Beverly Hills CA 90210
Judi Fogelson/Lisa Chorna

2846 DEEP CANY

EXHIBIT 1 PAGE 34



ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT

For the purchase of the property located at: 2846 DEER CANYON DR. dated September 14, 2005

- ZONE DISCLOSURES; ADDITIONAL DISCLOSURE REPORTS; PERMITS.** The zone disclosure reports to be obtained in accordance with the provisions of the Agreement will be obtained from Property LD. USA. The zone disclosure report to be provided under the Agreement shall cover the types of taxes and areas identified in the Agreement for which disclosure is required. The zone disclosure report shall be considered a "substantiated disclosure" for purposes of Seller's and Broker's disclosure of these zones or areas, but shall not affect disclosure obligations with regard to other matters. As part of Buyer's inspections and investigation, Buyer may order additional written reports, at Buyer's expense, included but not limited to other types of areas, taxes, risks, permits, and final approvals. If there are any structural additions to the Property for which a permit or certificate of occupancy was not obtained or which are not in compliance with applicable codes and other laws, Buyer may be required to incur expenses after the close of escrow to bring the Property up to current codes and other applicable laws or to demolish the subject additions. Buyer shall have the number of days specified in the Agreement to disapprove in writing any report which is unacceptable to Buyer, and/or remove the contingency associated with such disapproval right by the method provided in the Agreement.
- FURNACES.** The parties are advised that certain furnaces manufactured by Consolidated Industries, and sold under various brand names in California between 1984 and 1992, have been identified as the cause of fires. Broker recommends that any furnace at the Property be inspected by a qualified professional. For more information, contact the Consumer Products Safety Commission.
- FINANCING.** ☐ If checked, Buyer agrees, within three (3) days after acceptance of the offer, to apply for financing through a Coldwell Banker affiliated mortgage company in accordance with the provisions of the Agreement. The application shall be made at no cost or obligation to the Buyer unless/until Buyer authorizes the Coldwell Banker affiliated mortgage company to proceed with appraisal and final loan processing. Buyer may also apply for financing with such other lending source as Buyer wishes, and retains the choice of lending source and loan subject to the time periods and other provisions in the Agreement.
- BUYER'S SUBSEQUENT PURCHASE.** In the event this transaction is not completed and within twelve (12) months following the date of this offer Buyer or any related person, acting directly or indirectly, executes an agreement to acquire the Property or any interest in the Property from Seller or Seller's successors-in-interest, Buyer hereby agrees to pay to Broker the commission specified in the Agreement. For purposes of this Agreement, (a) "related person" includes any person related by blood, marriage, or business relationship, and any entity which controls or is controlled by Buyer or any related person, excluding Brokers herein, and (b) "successor-in-interest" includes, without limitation, any person or entity which acquires the Property from Seller, whether through voluntary or involuntary transfer, including foreclosure, or by operation of law.
- DOCUMENTATION COMPLIANCE FEE.** Buyer and Seller acknowledge that Federal, State and/or Local governmental agencies require evidence of certain disclosures with certain regulated disclosures and/or statements in conjunction with the transfer of real property. These documentation requirements include, but are not limited to, compliance with the Foreign Investment in Real Property Tax Act (FIRPTA), California Out of State Seller Withholding Affidavit, Local Government Property Report, Smoke Detector and Water Heater Compliance Statements, Retrofit Compliance Certification, Real Estate Transfer Disclosure Statement, Natural Hazards Disclosure Statement, Lead-Based Paint Disclosures, Earthquake Safety Disclosure, and Environmental Hazards Disclosure.
Buyer and/or Seller, if represented by Coldwell Banker (CB), in consideration of CB's assistance in the preparation and handling of the required compliance documents agree to pay CB through escrow the sum of \$250.00, representing a documentation compliance fee. Said sum shall be payable to CB only upon the closing of the transaction contemplated by this Agreement. Buyer and/or Seller also acknowledge that in addition to the above fee, third party information providers and/or government agencies may require additional fees and cost.
- CALIFORNIA FAIR PLAN.** Buyer is aware that insurance for certain hillside, oceanfront, and beach properties may be available only from California Fair Plan. This may increase the cost of insurance for such properties and coverage may be limited. Buyer is advised to consult with its own insurance agent regarding coverage under the California Fair Plan and to allow approximately four (4) weeks for processing of an application.
- HISTORICAL CONSERVANCY.** The Property may be designated as a historical landmark or be located in a protected historical conservancy area which could limit or restrict Buyer's ability to remodel or develop the Property.
- ADDITIONAL ENVIRONMENTAL HAZARDS.** The parties are advised that the presence of certain kinds of molds, funguses, or other organisms may adversely affect the property and the health of some individuals. Broker recommends, if buyer has concerns regarding this issue, that buyer conduct further inspections by a qualified professional within the time period specified in the residential purchase agreement.
- OTHER.**

Accepted and Agreed:

Seller
JUDITH KUPETZ
Buyer
JINA RAPHAEL

09/14/2005
Date

09/14/2005
Date

Seller

Date

Page 1 of 1 Page

22000 Coldwell Banker Addendum to Real Estate Purchase Agreement CB-PP-280 rev 3/01

OFFICE USE ONLY

Reviewed by Broker or Designee

Date

Coldwell Banker
Phone: (310) 777-6343

301 N Canon Dr Ste E
Fax: (310) 248-5361

Beverly Hills CA 90210
Judi Fogelman/Lisa Chorna

2846 DEEP

EXHIBIT 1 PAGE 31



CALIFORNIA
ASSOCIATION
OF REALTORS®

COUNTER OFFER No. ONE

For use by Seller or Buyer. May be used for Multiple Counter Offer.
(C.A.R. Form CO, Revised 10/04)

Date September 16, 2005 at Los Angeles, California.
This is a counter offer to the: ☒ California Residential Purchase Agreement, ☐ Counter Offer, or ☐ Other _____ ("Offer").
dated September 14, 2005 on property known as 2846 Deep Canyon Drive ("Property").
between Jeffrey Gross, Gina Raphael ("Buyer") and
Howard Ehrenberg, Trustee ("Seller").

1. **TERMS:** The terms and conditions of the above referenced document are accepted subject to the following:
 - A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer.
 - B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer.
 - C. The seller of this property has accepted an offer from another buyer, subj. to court confirmation & overbid. By signing below, Gross/Raphael will be placed in backup position #1 as the "accepted offer" should the present buyer cancel contract with the seller for any reason. However, should Gross/Raphael become the "accepted offer" this contract will still be subj. to court confirmation & overbid. See form PAA for backup offer terms. Should there be any disparity between language in this purchase agreement, counter offer & PAA, the language in counter offer will prevail.
 - D. The following attached supplements are incorporated in this Counter Offer: ☒ Addendum No. PAA
☒ PLEASE SEE ADDENDUM AA ATTACHED. ☐ _____
2. **RIGHT TO ACCEPT OTHER OFFERS:** Seller has the right to continue to offer the Property for sale or for other transaction, and to accept any other offer at any time prior to notification of acceptance, as described in paragraph 3. If this is a Seller Counter Offer, Seller's acceptance of another offer prior to Buyer's acceptance and communication of notification of this Counter Offer, shall revoke this Counter Offer.
3. **EXPIRATION:** This Counter Offer shall be deemed revoked and the deposits, if any, shall be returned unless this Counter Offer is signed by the Buyer or Seller to whom it is sent and a Copy of the signed Counter Offer is personally received by the person making this Counter Offer or

who is authorized to receive it, by 5:00 PM on the third Day after this Counter Offer is made or, (if checked) by ☐ _____
(date), at ☐ AM ☐ PM. This Counter Offer may be executed in counterparts.

4. ☐ (If checked:) **MULTIPLE COUNTER OFFER:** Seller is making a Counter Offer(s) to another prospective buyer(s) on terms that may or may not be the same as in this Counter Offer. Acceptance of this Counter Offer by Buyer shall not be binding unless and until it is subsequently re-Signed by Seller in paragraph 7 below and a Copy of the Counter Offer Signed in paragraph 7 is personally received by Buyer or by _____ who is authorized to receive it, by 5:00PM
on the third Day After this Counter Offer is made or, (if checked) by ☐ _____ (date), at ☐ AM ☐ PM.
Prior to the completion of all of these events, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property

5. **OFFER:** ☐ BUYER OR ☒ SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.
Date _____
Howard Ehrenberg, Trustee Date _____

6. **ACCEPTANCE:** I/WE accept the above Counter Offer (if checked ☐ SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a Copy.
Date _____ Time _____ ☐ AM ☐ PM
Jeffrey Gross Date _____ Time _____ ☐ AM ☐ PM
Gina Raphael

7. **MULTIPLE COUNTER OFFER SIGNATURE LINE:** By signing below, Seller accepts this Multiple Counter Offer.
NOTE TO SELLER: Do NOT sign in this box until after Buyer signs in paragraph 6. (Paragraph 7 applies only if paragraph 4 is checked.)
Date _____ Time _____ ☐ AM ☐ PM
Date _____ Time _____ ☐ AM ☐ PM

8. (_____/_____) (Initials) **Confirmation of Acceptance:** A Copy of Signed Acceptance was personally received by the maker of the Counter Offer, or that person's authorized agent as specified in paragraph 3 (or, if this is a Multiple Counter Offer, the Buyer or Buyer's authorized agent as specified in paragraph 4) on (date) _____, at _____ ☐ AM ☐ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by the maker of the Counter Offer, or that person's authorized agent (or, if this is a Multiple Counter Offer, the Buyer or Buyer's authorized agent) whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1996-2004, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.
THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



CO REVISED 10/04 (PAGE 1 OF 1)

COUNTER OFFER (CO PAGE 1 OF 1)

Agent: Barry Sloane Phone: (310)7247000 Fax: (310)
Broker: Sotheby's International Realty 9665 Wilshire Blvd. #100, Beverly Hills CA 90212

Prepared using WINForms® software

EXHIBIT 1 PAGE 38



CALIFORNIA
ASSOCIATION
OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 10/01)

No. AA

The following terms and conditions are hereby incorporated in and made a part of the: ☐ Residential Purchase Agreement, ☐ Manufactured Home Purchase Agreement, ☐ Business Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Vacant Land Purchase Agreement, ☐ Residential Income Property Purchase Agreement, ☐ Commercial Property Purchase Agreement, ☒ other Counter Offer #1

dated September 14, 2005, on property known as 2846 Deep Canyon Drive, B.H.P.O. CA 90210

in which Jeffrey Gross, Gina Raphael is referred to as ("Buyer/Tenant")
and Howard Ehrenberg, Trustee is referred to as ("Seller/Landlord").

(1) The terms and conditions of the above referenced purchase agreement are accepted by the Trustee of this property subject to the terms of this counter offer and subject to court approval and overbid. (2) Purchase price to be \$2,900,000 (Two Million, Nine Hundred Thousand Dollars), 3% of purchase price to be deposited with escrow holder per the terms and conditions of the attached PAA. (3) Buyer to submit along with the return of this counter offer written verification of necessary funds and means to close this transaction. The above are subject to the review and approval of the Trustee.

(4) This is a sale by a Bankruptcy Trustee and the property is being sold As-Is, Where-Is without representations or warranties. Paragraph 10 to be deleted in its entirety.

(5) Re. Addendum WPA: Seller will not pay for either the Pest Control Report, or for any work recommended to correct Section I or Section II conditions described in said report.

(6) Re. Paragraph 4(B) (3) - the Natural Hazard Disclosure - Buyer to pay and choose preparer.

(7) Escrow will close 15 days after court approval and entry of court order. All contingencies will be removed prior to court date. First overbid must be at least \$2,925,000, and subsequent bids will be in increments of \$25,000. If Mr. Gross and Ms. Raphael become the "accepted offer" prior to court confirmation and overbid, and eventually are not the successful bidder in court, then Trustee will reimburse them for their reasonable out of pocket actual dollars spent in relation to their due diligence during the escrow period for items such as physical and geological inspections and appraisal, if applicable. However, the maximum reimbursement total will be \$3,000.

(8) Re. Paragraph 3(B) - Occupancy to be delivered upon confirmation of recordation on date of close of escrow.

(9) Paragraph 17 (Dispute Resolution including Arbitration) to be deleted in its entirety.

(10) Seller will not pay for a home warranty policy.

(11) Only built-in appliances will remain with the property. Washer/dryer are not included.

(12) Excluded from this sale are any fixed and attached works of fine art at the property.

(13) Hanging light fixtures, if any, to be negotiated by separate agreement.

(14) The Bankruptcy Court shall have exclusive jurisdiction to resolve any claim.

controversy, or disagreement that may arise under the purchase agreement, as modified by this counteroffer.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____

Date _____

Buyer/Tenant Jeffrey Gross

Seller/Landlord Howard Ehrenberg, Trustee

Buyer/Tenant Gina Raphael

Seller/Landlord _____

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright© 1986-2001, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

ADM-11 REVISED 10/01 (PAGE 1 OF 1)

Reviewed by _____

Broker or Designee _____

Date _____



ADDENDUM (ADM-11 PAGE 1 OF 1)

Sotheby's International Realty 9665 Wilshire Blvd. #100, Beverly Hills CA 90212
Phone: (310) 774-7000 Fax: (310) Barry Sloane

2846 Deep Canyon

EXHIBIT 1

PAGE

39



CALIFORNIA
ASSOCIATION
OF REALTORS®

PURCHASE AGREEMENT ADDENDUM No. one

May Also Be Used With Counter Offer

(C.A.R. Form PAA, Revised 4/05)

This is an addendum to the ☐ California Residential Purchase Agreement, ☒ Counter Offer No. one, ☐ Other _____, ("Agreement"), dated September 16, 2005, on property known as 2846 Deep Canyon Drive, B.H.P.O., CA 90210 ("Property"), between Jeffrey Gross, Gina Raphael ("Buyer"), and Howard Ehrenberg, Trustee ("Seller").

(The definitions in the California Residential Purchase Agreement are applicable to this Purchase Agreement Addendum.)

1. ☒ **CANCELLATION OF PRIOR SALE; BACK-UP OFFER** (If checked): This Agreement is in back-up position number one, and is contingent upon written cancellation of any prior contracts and related escrows ("Prior Contracts") between Seller and other buyers. Seller and other buyers may mutually agree to modify or amend the terms of Prior Contracts. Buyer may cancel this Agreement in writing at any time before Seller provides Buyer Copies of written cancellations of Prior Contracts Signed by all parties to those contracts. If Seller is unable to provide such written Signed cancellations to Buyer by October 6, 2005 (date), then either Buyer or Seller may cancel the Agreement in writing.

A. **BUYER'S DEPOSIT CHECK** shall be: (i) held uncashed until Copies of the written cancellations Signed by all parties to the Prior Contracts are provided to Buyer; OR (ii) (if checked) ☐ immediately handled as provided in the Agreement.

B. **TIME PERIODS** in the Agreement for Investigations, contingencies, covenants and other obligations (i) shall begin on the Day After Seller provides Buyer Copies of Signed cancellations of Prior Contracts; OR (ii) (if checked) ☐ all time periods shall begin as provided in this Agreement. However, if the date for Close Of Escrow is a specific calendar date, that date shall NOT be extended, unless agreed to in writing by Buyer and Seller.

2. ☐ **SELLER TO REMAIN IN POSSESSION AFTER CLOSE OF ESCROW** (If checked): This provision is intended for short-term occupancy (i.e. less than 30 Days). If occupancy is intended to be for 30 Days or longer, use Residential Lease After Sale (C.A.R. Form RAS). **Note: Local rent control or other Law regarding tenant's rights may impact Buyer's and Seller's rights and obligations.**

A. **TERM:** Seller to remain in possession of Property for _____ Days After Close Of Escrow (or ☐ _____). Seller has no right to remain in possession beyond this term and may be responsible for court awarded damages if seller does remain.

B. **COMPENSATION:** Seller agrees to pay Buyer (i) \$ _____ per Day (or ☐ _____), and (ii) a security deposit in the amount of \$ _____. Seller shall deposit such funds with escrow holder prior to Close Of Escrow or such funds shall be withheld from Seller's proceeds.

C. **LATE CHARGE/NSF CHECKS:** If any payment from Seller to Buyer is required outside of escrow, and any such payment is not received by Buyer within 5 (or ☐ _____) Days After date due, Seller shall pay to Buyer an additional sum of \$ _____ as a Late Charge. If a check is returned for non-sufficient fund ("NSF"), Seller shall pay to Buyer \$25.00 as an NSF charge. Seller and Buyer agree that these charges represent a fair and reasonable estimate of the costs Buyer may incur by reason of Seller's late or NSF payment. Buyer's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default by Seller.

D. **UTILITIES:** Seller agrees to pay for all utilities and services, and the following charges: _____, except _____, which shall be paid for by Buyer.

E. **ENTRY:** Seller shall make Property available to Buyer for the purpose of entering to make necessary or agreed repairs, or to supply necessary or agreed services, or to show Property to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers or contractors. Buyer and Seller agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Buyer may enter Property at any time without prior notice.

F. **MAINTENANCE:** Seller shall maintain the Property including pool, spa, landscaping and grounds, and all personal property included in the sale in substantially the same condition as on the date of Acceptance of the Agreement. Except as provided in the Agreement, Seller shall not make alterations to the Property without Buyer's written consent.

G. **ASSIGNMENT; SUBLETTING:** Seller shall not assign or sublet all or any part of the Property, or assign or transfer the right to occupy the Property. Any assignment, subletting or transfer of the Property by voluntary act of Seller, by operation of Law or otherwise, without Buyer's prior written consent shall give Buyer the right to terminate Seller's right to possession.

H. **SELLER'S OBLIGATIONS UPON DELIVERY OF POSSESSION:** Upon delivery of possession to Buyer, Seller shall deliver the Property in the condition and on the terms provided in the Agreement.

I. **INSURANCE:** Seller's personal property (including vehicles) is not insured by Buyer, and, if applicable, owner's association, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Seller is to carry Seller's own insurance to protect Seller from such loss.

J. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

K. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** _____

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1991-2005, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.
PAA REVISED 4/05 (PAGE 1 OF 2)

Buyer's Initials _____ (_____) (_____)

Seller's Initials _____ (_____) (_____)

Reviewed by _____ Date _____



PURCHASE AGREEMENT ADDENDUM (PAA PAGE 1 OF 2)

Agent: Barry Sloane

Phone: (310)7247000

Fax: (310)

Prepared using WINForms® software

Broker: Sotheby's International Realty 9665 Wilshire Blvd. #100, Beverly Hills

CA 90212

EXHIBIT 1 PAGE 40

Property Address 2846 Deep Canyon Drive, H.P.O. CA 90210Date September 16, 2005

3. ☐ **TENANT TO REMAIN IN POSSESSION** (If checked): Buyer shall take Property subject to the rights of existing tenants. Seller shall, within 7 (or ☐ _____) Days After Acceptance, deliver to Buyer Copies of all: estoppel certificates sent to and received back from tenants; leases; rental agreements; and current income and expense statements ("Rental Documents"). Seller shall give Buyer written notice of any changes to existing leases or tenancies or new agreements to lease or rent ("Proposed Changes") at least 7 (or ☐ _____) Days prior to any Proposed Changes. Buyer's approval of the Rental Documents and Proposed Changes is a contingency of the Agreement. Buyer shall, within 5 (or ☐ _____) Days After receipt of Rental Documents or Proposed Changes remove the applicable contingency or cancel the Agreement. Seller shall transfer to Buyer, through escrow, all unused tenant deposits. No warranty is made concerning compliance with governmental restrictions, if any, limiting the amount of rent that can lawfully be charged, and/or the maximum number of persons who can lawfully occupy the Property, unless otherwise agreed in writing.
4. ☐ **SECONDARY OR ASSUMED LOAN** (If checked): Obtaining the secondary loan or assumption below and approval of such financing is a contingency of this Agreement. Buyer shall act diligently and in good faith to obtain the designated financing.
- A. ☐ **SECONDARY LOAN**
- (1) New second deed of trust in favor of LENDER encumbering the Property, securing a note payable at maximum interest of _____ % fixed rate or _____ % initial adjustable rate, with a maximum interest rate of _____ %, balance due in _____ years. Buyer shall pay loan fees/points not to exceed _____ (These terms apply whether the designated loan is conventional, FHA or VA.)
- (2) Within 17 (or ☐ _____) Days After Acceptance, Buyer shall, as specified in the Agreement, remove this contingency or cancel this Agreement; OR (if checked) ☐ secondary loan contingency shall remain in effect until the loan is funded.
- B. ☐ **ASSUMPTION OF EXISTING LOAN:**
- (1) Assumption of existing deed of trust encumbering the Property, securing a note payable at maximum interest of _____ % fixed rate or _____ % initial adjustable rate, with a maximum interest rate of _____ %, balance due in _____ years. Buyer shall pay loan fees/points not to exceed _____. Seller shall, within 5 (or ☐ _____) Days After Acceptance, request from Lender, and upon receipt provide to Buyer, Copies of all applicable notes and deeds of trust, loan balances and current interest rates. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing.
- (2) Within 17 (or ☐ _____) Days After Acceptance, Buyer shall, as specified in the Agreement, remove this contingency or cancel this Agreement. However, if the assumed loan documents are not provided to Buyer within 7 Days After Acceptance, Buyer has 5 (or ☐ _____) Days after receipt of these documents, or the fixed time specified in 4B(2), whichever occurs last, to remove this contingency or cancel the Agreement; OR (if checked) ☐ assumed loan contingency shall remain in effect until the assumption is approved.
5. ☐ **SHORT PAY** (If checked): This Agreement is contingent upon Seller's receipt of written consent from all existing secured lenders and lienholders ("Short-Pay Lenders"), no later than 5:00 P.M. on _____ (date) ("Short-Pay Contingency Date"), to reduce their respective loan balances by an amount sufficient to permit the proceeds from the sale of the Property, without additional funds from Seller, to pay the existing balances on loans, real property taxes, brokerage commissions, closing costs, and other monetary obligations the Agreement requires Seller to pay at Close Of Escrow (including, but not limited to, escrow charges, title charges, documentary transfer taxes, prorations, retrofit costs and Repairs). If Seller fails to give Buyer written notice of all existing Short-Pay Lenders' consent by the Short-Pay Contingency Date, either Seller or Buyer may cancel the Agreement in writing. Seller shall reasonably cooperate with existing Short-Pay lenders in the short-pay off process. Buyer and Seller understand that Lenders are not obligated to accept a short-pay off and may accept other offers, and that Seller, Buyer and Brokers do not have control over whether Short-Pay Lenders will consent to a short-pay off, or any act, omission, or decision by any Short-Pay Lender in the short-pay off process. Seller is informed that a short-pay may create credit or legal problems, or may result in taxable income to Seller. Seller may present to Short-Pay Lender any additional offers that are received on the Property. Seller is advised to seek advice from an attorney, certified public accountant or other expert regarding such potential consequences of a short-payoff.
6. ☐ **COURT CONFIRMATION** (If checked): This Agreement is contingent upon court confirmation on or before _____ (date). If court confirmation is not obtained by that date, Buyer may cancel this Agreement in writing. Court confirmation may be required in probate, conservatorship, guardianship, receivership, bankruptcy, or other proceedings. The court may allow open, competitive bidding, resulting in Property being sold to the highest bidder. Broker recommends that Buyer appear at court confirmation hearing. Buyer understands that (i) Broker and others may continue to market the Property and (ii) Broker may represent other competitive bidders prior to and at the court confirmation.

Date _____

Date _____

Buyer _____

Seller _____

Jeffrey GrossHoward Ehrenberg, Trustee

Buyer _____

Seller _____

Gina Raphael

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
 a subsidiary of the California Association of REALTORS®
 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



PAA REVISED 4/05 (PAGE 2 OF 2)

PURCHASE AGREEMENT ADDENDUM (PAA PAGE 2 OF 2)

2846 Deep Canyon

EXHIBIT 1 PAGE 41

31C-202-0696

उत्तर 3

FREE NO. 1220-2000000

[illegible]

本公司及子公司均設有專人負責處理投訴，並設有投訴處理程序，以確保投訴能按時處理。本公司及子公司的投訴處理程序如下：

COLUMBIA UNIVERSITY

[illegible]

p.1

Sep. 17 2003 08:55PM PG

Abstract

~~A. C. SECURITARY ON ASSIGNED LOAN (if document describing the security loan or assignment is not approved of in the Security is a condition of this Agreement. Buyer shall not attempt to assign this to obtain for the assigned Security.~~

(1) How much cash or cash in form of USDCON contributing the Property, entering a sum payable at maturity, interest of _____ % based on _____ % (initial contribution rate, with a maximum of _____ % of _____ \$ in _____ years. Buyer shall pay from _____ \$ to _____ \$ (Total cash paid) whether the discounted loan is outstanding, paid or not.)

[illegible]

B. ☐ ASSUMPTION OF EXISTING LOAN

10. Amount and currency of debt of trust constituting the Property, including a brief description of the property subject to the debt, and the date of the debt, shall be _____ \$, to be repaid by _____ to _____ on or about _____, with a minimum interest rate of _____ %.

Chapter of all applicable laws and orders of force, every regulation and contract between them. All matters between them and subject from whatever shall be subject to them in the same way as they are by any other person. In order to ensure that the subject is changed to the subject and created to the subject, it is an indication of a VA Law. The title is contained in the subject being provided a release of subject and subject.


10. If the Seller is a corporation, partnership, or other entity, the Seller hereby certifies that the undersigned is an authorized signatory of the Seller and is duly authorized to execute this Agreement on behalf of the Seller. If the Seller is an individual, the undersigned hereby certifies that he or she is the Seller and is duly authorized to execute this Agreement on behalf of the Seller.

6. **NO SHORT-PAY** OR **SHORT-PAID**: This Agreement is contingent upon Seller's receipt of certain current flow of existing mineral leases and interests ("Short-Pay Leases"). No later than 5:00 P.M. on _____, 2009 ("Short-Pay Contingency Date"), to release their respective then interests by an agreed condition to permit the proceeds from the sale of the Property, without additional funds from Seller, to pay the claims advanced on loans, and possibly more, to ensure satisfaction, closing costs, and other necessary obligations. The Agreement requires Seller to pay at Close of Escrow (including but not limited to, closing charges, title charges, escrowary charges, loans, premiums, royalty costs and expenses). If Seller fails to then agree within thirty (30) calendar days of the Short-Pay Contingency Date, either Seller or Buyer may void the Agreement in writing. Seller will immediately terminate any existing Short-Pay Leases in the absence of payment. Seller and Buyer acknowledge that neither will be obligated to accept a discharge of and may accept other offers, and that Seller, Buyer and Escrow do not have the authority to bind Seller. Seller is informed that a short-pay may create credit or legal problems, or may result in specific interests in Seller. Seller may consent to Short-Pay Leases only if all mineral claims that are included on the Property. Seller is advised to seek advice from a attorney, certified public accountant or other expert regarding such critical consequences of a short-payment.

[illegible]

Date 7/12/25
 By [Signature]
 Title Asst. Dir. of Traffic
 Office San Francisco, Calif.

[illegible]


 UNITED STATES GOVERNMENT
 FEDERAL BUREAU OF INVESTIGATION
 WASHINGTON, D. C. 20535
 OFFICE OF THE DIRECTOR
 400 ANDREWS AVENUE, N.W.
 WASHINGTON, D. C. 20535

FOIA b(7)(C) - DISCLOSURE OF INFORMATION COULD BE PREJUDICIAL TO THE NATIONAL DEFENSE



CALIFORNIA
ASSOCIATION
OF REALTORS®

COUNTER OFFER No. ONE

For use by Seller or Buyer. May be used for Multiple Counter Offer.
(C.A.R. Form CO, Revised 10/04)

Date September 16, 2005 at Los Angeles, California.
This is a counter offer to the: ☒ California Residential Purchase Agreement, ☐ Counter Offer, or ☐ Other ("Offer"),
dated September 14, 2005 on property known as 2846 Deep Canyon Drive ("Property"),
between Jeffrey Gross, Gina Raphael ("Buyer") and
Howard Ehrenberg, Trustee ("Seller").

1. **TERMS:** The terms and conditions of the above referenced document are accepted subject to the following:
 - A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer.
 - B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer.
 - C. The seller of this property has accepted an offer from another buyer, subj. to court confirmation & overbid. By signing below, Gross/Raphael will be placed in backup position #1 as the "accepted offer" should the present buyer cancel contract with the seller for any reason. However, should Gross/Raphael become the "accepted offer" this contract will still be subj. to court confirmation & overbid. See form PAA for backup offer terms. Should there be any disparity between language in this purchase agreement, counter offer & PAA, the language in counter offer will prevail.
 - D. The following attached supplements are incorporated in this Counter Offer: ☒ Addendum No. PAA
☒ PLEASE SEE ADDENDUM AA ATTACHED. ☐
2. **RIGHT TO ACCEPT OTHER OFFERS:** Seller has the right to continue to offer the Property for sale or for other transaction, and to accept any other offer at any time prior to notification of acceptance, as described in paragraph 3. If this is a Seller Counter Offer, Seller's acceptance of another offer prior to Buyer's acceptance and communication of notification of this Counter Offer, shall revoke this Counter Offer.
3. **EXPIRATION:** This Counter Offer shall be deemed revoked and the deposits, if any, shall be returned unless this Counter Offer is signed by the Buyer or Seller to whom it is sent and a Copy of the signed Counter Offer is personally received by the person making this Counter Offer or

who is authorized to receive it, by 5:00 PM on the third Day after this Counter Offer is made or, (if checked) by ☐ (date), at ☐ AM ☐ PM. This Counter Offer may be executed in counterparts.

4. ☐ (If checked:) **MULTIPLE COUNTER OFFER:** Seller is making a Counter Offer(s) to another prospective buyer(s) on terms that may or may not be the same as in this Counter Offer. Acceptance of this Counter Offer by Buyer shall not be binding unless and until it is subsequently re-Signed by Seller in paragraph 7 below and a Copy of the Counter Offer Signed in paragraph 7 is personally received by Buyer or by , who is authorized to receive it, by 5:00PM on the third Day After this Counter Offer is made or, (if checked) by ☐ (date), at ☐ AM ☐ PM. Prior to the completion of all of these events, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property.

5. **OFFER:** ☐ BUYER OR ☒ **SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.**
Howard Ehrenberg, Trustee Date

6. **ACCEPTANCE:** I/WE accept the above Counter Offer (If checked ☐ **SUBJECT TO THE ATTACHED COUNTER OFFER**) and acknowledge receipt of a Copy.
Jeffrey Gross Date Time ☐ AM ☐ PM
Gina Raphael Date Time ☐ AM ☐ PM

7. **MULTIPLE COUNTER OFFER SIGNATURE LINE:** By signing below, Seller accepts this Multiple Counter Offer.
NOTE TO SELLER: Do NOT sign in this box until after Buyer signs in paragraph 6. (Paragraph 7 applies only if paragraph 4 is checked.)
 Date Time ☐ AM ☐ PM
 Date Time ☐ AM ☐ PM

8. (/) (Initials) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by the maker of the Counter Offer, or that person's authorized agent as specified in paragraph 3 (or, if this is a Multiple Counter Offer, the Buyer or Buyer's authorized agent as specified in paragraph 4) on (date) , at ☐ AM ☐ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by the maker of the Counter Offer, or that person's authorized agent (or, if this is a Multiple Counter Offer, the Buyer or Buyer's authorized agent) whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1988-2004, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.
THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by Date



CO REVISED 10/04 (PAGE 1 OF 1)

COUNTER OFFER (CO PAGE 1 OF 1)

Agent: Barry Sloane Phone: (310)7247000 Fax: (310)
Broker: Sotheby's International Realty 9665 Wilshire Blvd. #100, Beverly Hills CA 90212

Prepared using WINForms® software

EXHIBIT 1 PAGE 46



CALIFORNIA
ASSOCIATION
OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 10/01)

No. AA

The following terms and conditions are hereby incorporated in and made a part of the: ☐ Residential Purchase Agreement, ☐ Manufactured Home Purchase Agreement, ☐ Business Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Vacant Land Purchase Agreement, ☐ Residential Income Property Purchase Agreement, ☐ Commercial Property Purchase Agreement, ☒ other Counter Offer #1

dated September 14, 2005, on property known as 2846 Deep Canyon Drive, B.H.P.O. CA 90210

in which Jeffrey Gross, Gina Raphael is referred to as ("Buyer/Tenant")
and Howard Ehrenberg, Trustee is referred to as ("Seller/Landlord").

(1) The terms and conditions of the above referenced purchase agreement are accepted by the Trustee of this property subject to the terms of this counter offer and subject to court approval and overbid. (2) Purchase price to be \$2,900,000 (Two Million, Nine Hundred Thousand Dollars). 3% of purchase price to be deposited with escrow holder per the terms and conditions of the attached PAA. (3) Buyer to submit along with the return of this counter offer written verification of necessary funds and means to close this transaction. The above are subject to the review and approval of the Trustee.

(4) This is a sale by a Bankruptcy Trustee and the property is being sold As-Is, Where-Is without representations or warranties. Paragraph 10 to be deleted in its entirety.

(5) Re. Addendum WPA: Seller will not pay for either the Pest Control Report, or for any work recommended to correct Section I or Section II conditions described in said report.

(6) Re. Paragraph 4(B)(3) - the Natural Hazard Disclosure - Buyer to pay and choose preparer.

(7) Escrow will close 15 days after court approval and entry of court order. All contingencies will be removed prior to court date. First overbid must be at least \$2,925,000, and subsequent bids will be in increments of \$25,000. If Mr. Gross and Ms. Raphael become the "accepted offer" prior to court confirmation and overbid, and eventually are not the successful bidder in court, then Trustee will reimburse them for their reasonable out of pocket actual dollars spent in relation to their due diligence during the escrow period for items such as physical and geological inspections and appraisal, if applicable. However, the maximum reimbursement total will be \$3,000.

(8) Re. Paragraph 3(B) - Occupancy to be delivered upon confirmation of recordation on date of close of escrow.

(9) Paragraph 17 (Dispute Resolution including Arbitration) to be deleted in its entirety.

(10) Seller will not pay for a home warranty policy.

(11) Only built-in appliances will remain with the property. Washer/dryer are not included.

(12) Excluded from this sale are any fixed and attached works of fine art at the property.

(13) Hanging light fixtures, if any, to be negotiated by separate agreement.

(14) The Bankruptcy Court shall have exclusive jurisdiction to resolve any claim, controversy, or disagreement that may arise under the purchase agreement, as modified by this counteroffer.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____

Date _____

Buyer/Tenant Jeffrey Gross

Seller/Landlord Howard Ehrenberg, Trustee

Buyer/Tenant Gina Raphael

Seller/Landlord _____

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright© 1986-2001, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

ADM-11 REVISED 10/01 (PAGE 1 OF 1)

Reviewed by

Broker or Designee _____ Date _____



ADDENDUM (ADM-11 PAGE 1 OF 1)

Sotheby's International Realty 9665 Wilshire Blvd. #100, Beverly Hills CA 90212
Phone: (310)7247000 Fax: (310) Barry Sloane

2846 Deep Canyon

EXHIBIT 1 PAGE 47



CALIFORNIA
ASSOCIATION
OF REALTORS®

PURCHASE AGREEMENT ADDENDUM No. one

May Also Be Used With Counter Offer
(C.A.R. Form PAA, Revised 4/05)

This is an addendum to the ☐ California Residential Purchase Agreement, ☒ Counter Offer No. one, ☐ Other _____, ("Agreement"), dated September 16, 2005.

on property known as 2846 Deep Canyon Drive, B.H.P.O. CA 90210 ("Property"),
between Jeffrey Gross, Gina Raphael ("Buyer"),
and Howard Ehrenberg, Trustee ("Seller").

(The definitions in the California Residential Purchase Agreement are applicable to this Purchase Agreement Addendum.)

1. ☒ **CANCELLATION OF PRIOR SALE; BACK-UP OFFER** (If checked): This Agreement is in back-up position number one, and is contingent upon written cancellation of any prior contracts and related escrows ("Prior Contracts") between Seller and other buyers. Seller and other buyers may mutually agree to modify or amend the terms of Prior Contracts. Buyer may cancel this Agreement in writing at any time before Seller provides Buyer Copies of written cancellations of Prior Contracts Signed by all parties to those contracts. If Seller is unable to provide such written Signed cancellations to Buyer by October 6, 2005 (date), then either Buyer or Seller may cancel the Agreement in writing.

A. **BUYER'S DEPOSIT CHECK** shall be: (i) held uncashed until Copies of the written cancellations Signed by all parties to the Prior Contracts are provided to Buyer; OR (ii) (if checked) ☐ immediately handled as provided in the Agreement.

B. **TIME PERIODS** in the Agreement for Investigations, contingencies, covenants and other obligations (i) shall begin on the Day After Seller provides Buyer Copies of Signed cancellations of Prior Contracts; OR (ii) (if checked) ☐ all time periods shall begin as provided in this Agreement. However, if the date for Close Of Escrow is a specific calendar date, that date shall NOT be extended, unless agreed to in writing by Buyer and Seller.

2. ☐ **SELLER TO REMAIN IN POSSESSION AFTER CLOSE OF ESCROW** (If checked): This provision is intended for short-term occupancy (i.e. less than 30 Days). If occupancy is intended to be for 30 Days or longer, use Residential Lease After Sale (C.A.R. Form RLAS). Note: Local rent control or other Law regarding tenant's rights may impact Buyer's and Seller's rights and obligations.

A. **TERM**: Seller to remain in possession of Property for _____ Days After Close Of Escrow (or ☐ _____). Seller has no right to remain in possession beyond this term and may be responsible for court awarded damages if seller does remain.

B. **COMPENSATION**: Seller agrees to pay Buyer (i) \$ _____ per Day (or ☐ _____), and (ii) a security deposit in the amount of \$ _____. Seller shall deposit such funds with escrow holder prior to Close Of Escrow or such funds shall be withheld from Seller's proceeds.

C. **LATE CHARGE/NSF CHECKS**: If any payment from Seller to Buyer is required outside of escrow, and any such payment is not received by Buyer within 5 (or ☐ _____) Days After date due, Seller shall pay to Buyer an additional sum of \$ _____ as a Late Charge. If a check is returned for non-sufficient fund ("NSF"), Seller shall pay to Buyer \$25.00 as an NSF charge. Seller and Buyer agree that these charges represent a fair and reasonable estimate of the costs Buyer may incur by reason of Seller's late or NSF payment. Buyer's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default by Seller.

D. **UTILITIES**: Seller agrees to pay for all utilities and services, and the following charges: _____, except _____, which shall be paid for by Buyer.

E. **ENTRY**: Seller shall make Property available to Buyer for the purpose of entering to make necessary or agreed repairs, or to supply necessary or agreed services, or to show Property to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers or contractors. Buyer and Seller agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Buyer may enter Property at any time without prior notice.

F. **MAINTENANCE**: Seller shall maintain the Property including pool, spa, landscaping and grounds, and all personal property included in the sale in substantially the same condition as on the date of Acceptance of the Agreement. Except as provided in the Agreement, Seller shall not make alterations to the Property without Buyer's written consent.

G. **ASSIGNMENT; SUBLETTING**: Seller shall not assign or sublet all or any part of the Property, or assign or transfer the right to occupy the Property. Any assignment, subletting or transfer of the Property by voluntary act of Seller, by operation of Law or otherwise, without Buyer's prior written consent shall give Buyer the right to terminate Seller's right to possession.

H. **SELLER'S OBLIGATIONS UPON DELIVERY OF POSSESSION**: Upon delivery of possession to Buyer, Seller shall deliver the Property in the condition and on the terms provided in the Agreement.

I. **INSURANCE**: Seller's personal property (including vehicles) is not insured by Buyer, and, if applicable, owner's association, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Seller is to carry Seller's own insurance to protect Seller from such loss.

J. **WAIVER**: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

K. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS**: _____

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1991-2005, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

PAA REVISED 4/05 (PAGE 1 OF 2)

Buyer's Initials _____ (_____) (_____) _____

Seller's Initials _____ (_____) (_____) _____

Reviewed by _____ Date _____



PURCHASE AGREEMENT ADDENDUM (PAA PAGE 1 OF 2)

Agent: Barry Sloane

Phone: (310)7247000

Fax: (310)

Prepared using WINForms® software

Broker: Sotheby's International Realty 9665 Wilshire Blvd. #100, Beverly Hills

CA 90212

EXHIBIT 1 PAGE 48

Property Address: 2846 Deep Canyon Drive, San P.O. CA 90210Date: September 16, 2005

3. ☐ **TENANT TO REMAIN IN POSSESSION** (If checked): Buyer shall take Property subject to the rights of existing tenants. Seller shall, within 7 (or ☐) Days After Acceptance, deliver to Buyer Copies of all: estoppel certificates sent to and received back from tenants; leases; rental agreements; and current income and expense statements ("Rental Documents"). Seller shall give Buyer written notice of any changes to existing leases or tenancies or new agreements to lease or rent ("Proposed Changes") at least 7 (or ☐) Days prior to any Proposed Changes. Buyer's approval of the Rental Documents and Proposed Changes is a contingency of the Agreement. Buyer shall, within 5 (or ☐) Days After receipt of Rental Documents or Proposed Changes remove the applicable contingency or cancel the Agreement. Seller shall transfer to Buyer, through escrow, all unused tenant deposits. No warranty is made concerning compliance with governmental restrictions, if any, limiting the amount of rent that can lawfully be charged, and/or the maximum number of persons who can lawfully occupy the Property, unless otherwise agreed in writing.
4. ☐ **SECONDARY OR ASSUMED LOAN** (If checked): Obtaining the secondary loan or assumption below and approval of such financing is a contingency of this Agreement. Buyer shall act diligently and in good faith to obtain the designated financing.
- A. ☐ **SECONDARY LOAN**
- (1) New second deed of trust in favor of LENDER encumbering the Property, securing a note payable at maximum interest of _____ % fixed rate or _____ % initial adjustable rate, with a maximum interest rate of _____ %, balance due in _____ years. Buyer shall pay loan fees/points not to exceed _____ .
(These terms apply whether the designated loan is conventional, FHA or VA.)
- (2) Within 17 (or ☐) Days After Acceptance, Buyer shall, as specified in the Agreement, remove this contingency or cancel this Agreement; OR (if checked) ☐ secondary loan contingency shall remain in effect until the loan is funded.
- B. ☐ **ASSUMPTION OF EXISTING LOAN:**
- (1) Assumption of existing deed of trust encumbering the Property, securing a note payable at maximum interest of _____ % fixed rate or _____ % initial adjustable rate, with a maximum interest rate of _____ %, balance due in _____ years. Buyer shall pay loan fees/points not to exceed _____ .
Seller shall, within 5 (or ☐) Days After Acceptance, request from Lender, and upon receipt provide to Buyer, Copies of all applicable notes and deeds of trust, loan balances and current interest rates. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing.
- (2) Within 17 (or ☐) Days After Acceptance, Buyer shall, as specified in the Agreement, remove this contingency or cancel this Agreement. However, if the assumed loan documents are not provided to Buyer within 7 Days After Acceptance, Buyer has 5 (or ☐) Days after receipt of these documents, or the fixed time specified in 4B(2), whichever occurs last, to remove this contingency or cancel the Agreement; OR (if checked) ☐ assumed loan contingency shall remain in effect until the assumption is approved.
5. ☐ **SHORT PAY** (If checked): This Agreement is contingent upon Seller's receipt of written consent from all existing secured lenders and lienholders ("Short-Pay Lenders"), no later than 5:00 P.M. on _____ (date) ("Short-Pay Contingency Date"), to reduce their respective loan balances by an amount sufficient to permit the proceeds from the sale of the Property, without additional funds from Seller, to pay the existing balances on loans, real property taxes, brokerage commissions, closing costs, and other monetary obligations the Agreement requires Seller to pay at Close Of Escrow (including, but not limited to, escrow charges, title charges, documentary transfer taxes, prorations, retrofit costs and Repairs). If Seller fails to give Buyer written notice of all existing Short-Pay Lenders' consent by the Short-Pay Contingency Date, either Seller or Buyer may cancel the Agreement in writing. Seller shall reasonably cooperate with existing Short-Pay Lenders in the short-pay off process. Buyer and Seller understand that Lenders are not obligated to accept a short-pay off and may accept other offers, and that Seller, Buyer and Brokers do not have control over whether Short-Pay Lenders will consent to a short-pay off, or any act, omission, or decision by any Short-Pay Lender in the short-pay off process. Seller is informed that a short-pay may create credit or legal problems, or may result in taxable income to Seller. Seller may present to Short-Pay Lender any additional offers that are received on the Property. Seller is advised to seek advice from an attorney, certified public accountant or other expert regarding such potential consequences of a short-payoff.
6. ☐ **COURT CONFIRMATION** (If checked): This Agreement is contingent upon court confirmation on or before _____ (date). If court confirmation is not obtained by that date, Buyer may cancel this Agreement in writing. Court confirmation may be required in probate, conservatorship, guardianship, receivership, bankruptcy, or other proceedings. The court may allow open, competitive bidding, resulting in Property being sold to the highest bidder. Broker recommends that Buyer appear at court confirmation hearing. Buyer understands that (i) Broker and others may continue to market the Property and (ii) Broker may represent other competitive bidders prior to and at the court confirmation.

Date _____

Date _____

Buyer Jeffrey GrossSeller Howard Ehrenberg, TrusteeBuyer Gina Raphael

Seller _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



SEP-19-2005 04:21PM FROM COLWELL BARKER

3102787192

T-043

P.002/003

F-478

SEP 18 05 03:35p

Gina Raphael

09/19/2005 14:24 FAX 310-278-7010

310-202-0686

p4

PAGE 3



COLLIER'S REAL ESTATE
12000 WILSON AVENUE
LOS ANGELES, CA 90024

FAX NO. 310-202-0686

COUNTRY OFFER NO. 1

SEP. 17 2005 04:21PM

TO: [REDACTED]
FROM: [REDACTED]
SUBJECT: [REDACTED]

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]

4. [REDACTED]
5. [REDACTED]
6. [REDACTED]

7. [REDACTED]
8. [REDACTED]
9. [REDACTED]

10. [REDACTED]
11. [REDACTED]
12. [REDACTED]

13. [REDACTED]
14. [REDACTED]
15. [REDACTED]

16. [REDACTED]
17. [REDACTED]
18. [REDACTED]

19. [REDACTED]
20. [REDACTED]
21. [REDACTED]

22. [REDACTED]
23. [REDACTED]
24. [REDACTED]

25. [REDACTED]
26. [REDACTED]
27. [REDACTED]

28. [REDACTED]
29. [REDACTED]
30. [REDACTED]

04
p2

Sep. 17 2005 08:51PM PJ



**CALIFORNIA
ASSOCIATION
OF REALTORS®**

ADDENDUM

CLARK, Peter Allen, Defendant 198704

The following terms and conditions are hereby incorporated in and made a part of this: ☐ Residential Purchase Agreement, ☐ Manufactured Home Purchase Agreement, ☐ Business Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Vacation Rental Purchase Agreement, ☐ Residential Mobile Property Purchase Agreement, ☐ Commercial Property Purchase Agreement, ☒ other OPTIONAL FORM #1

State Department, I.A. 2411, no property known as 2444 Penn. Avenue, N.W., D.C. on 11/21/51

by which _____ is returned to me (Agent/Owner)
_____ is returned to me (Rushback partner)

[illegible][illegible]

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 06-15-2001 BY 60322 UCBAW

24) January 17 (Diary) President Franklin D. Roosevelt in the White House in Washington, D.C.

The Smith-Hale employees will receive 60% the property, whether it was ever sold or not.
The balance from the sale will go toward an extended lease of time set at the company.

[illegible]

~~ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. DATE 01-11-2011 BY 60322~~

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 10/11 Date 9/12/05

Signed: [Signature] Date: 11/1/02

Supervisor _____ **Signed** _____
Date _____ **Title** _____

THE COPYRIGHT LAW OF THE UNITED STATES (TITLE 17 U.S.C.) GOVERNING THE REPRODUCTION OF THIS WORK, OR ANY PART THEREOF, IN ANY MANNER, WITHOUT THE WRITTEN PERMISSION OF THE NATIONAL ARCHIVES, IS HEREBY FORBIDDEN. (PUBLICATION 5010-108-01) (GPO: 1964 O - 348-601) (U.S. GOVERNMENT PRINTING OFFICE: 1964)

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF COLLEGE AND UNIVERSITY FACULTIES AS THE STANDARD FORM FOR THE REPORTING OF RESEARCH AND PROFESSIONAL ACTIVITY. IT IS REQUESTED THAT ALL FACULTY MEMBERS OF THE CALIFORNIA ASSOCIATION OF COLLEGE AND UNIVERSITY FACULTIES USE THIS FORM TO REPORT RESEARCH AND PROFESSIONAL ACTIVITY.

This form is provided by you to the Bureau and your employer. It is not intended to identify the user as a **PROFESSIONAL**. This form is a registered collective membership card and should be provided only to the Bureau and your employer. It is not intended to identify the user as a **PROFESSIONAL**.

Signature

THE ALABAMA BUREAU OF INVESTIGATION
DIVISION OF THE ALABAMA DEPARTMENT OF CONSUMER AFFAIRS
AND THE ALABAMA BUREAU OF INVESTIGATION
AND THE ALABAMA BUREAU OF INVESTIGATION

[illegible]

ADDITIONAL PAGE(S) PAGE 1 OF 1

[illegible]

Federal Information Policy: 2000-01-01, 2000-01-01, 2000-01-01
 Page 010 Page 010 Page 010

F-478

02

FROM :

FRK NO. ~~XXXXXXXXXX~~

Aug 17 2005 09:54PM 24



中国工商银行
 中国建设银行
 中国农业银行

PURCHASE AGREEMENT ADDENDUM NO. 001[illegible][illegible]

PLEASE PRINT NAME OF THE COMPANY OR INDIVIDUAL TO WHOM THIS ORDER IS BEING ISSUED:

1. **Prüfungsausschuss:** Der Prüfungsausschuss ist das oberste Gremium der Hochschule. Er besteht aus Vertretern der Fakultäten, der Verwaltung und der Studierenden. Er entscheidet über die Zulassung zur Aufnahmeprüfung, die Zulassung zum Studium und die Zulassung zur Promotion.

Page 1 of 1

Sep. 17 2003 08:55PM

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

ALSO RECOMMEND

B. C. ASSUMPTION OF EXISTING LOAN

Keywords:



CALIFORNIA
ASSOCIATION
OF REALTORS®

CONTINGENCY REMOVAL No. ONE
(C.A.R. Form CR, 10/03)

In accordance with the terms and conditions of the: ☐ California Residential Purchase Agreement or
☐ Other _____ ("Agreement"), dated September 14, 2005, on property known
as 2846 Deep Canyon Drive, B.H.P.O. CA 90210 ("Property"),
between Jeffrey Gross, Gina Raphael ("Buyer")
and Howard Ehrenberg, Trustee ("Seller").

A. BUYER'S REMOVAL OF BUYER CONTINGENCIES: Buyer removes those contingencies specified below. With respect to any
contingency and cancellation right that Buyer removes, unless otherwise specified in a separate written agreement between Buyer
and Seller (such as C.A.R. Form RR), as applicable, Buyer shall conclusively be deemed to have: (i) completed all Buyer
Investigations and review of reports and other applicable information and disclosures; (ii) elected to proceed with the transaction;
and (iii) assumed all liability, responsibility and, if any, expense for Repairs, corrections, or for the inability to obtain financing.

NOTE: Pre-printed paragraph numbers are for reference only and refer to the specified paragraph in the California Residential Purchase
Agreement (C.A.R. Form RPA-CA).

1. ONLY the following individually checked Buyer contingencies are removed:

- A. ☐ Loan (Paragraph 2I)
- B. ☐ Appraisal (Paragraph 2J)
- C. ☐ Tenant-Occupied Property (Paragraph 3C(iii))
- D. ☐ Reports/Disclosures (Paragraphs 4 and 5)
- E. ☐ Common Interest (HOA) Disclosures (Paragraph 6B)
- F. ☒ Buyer's Investigation, including insurability (Paragraph 9)
- G. ☐ Title: Preliminary Report (Paragraph 12)
- H. ☐ Sale of Buyer's Property (Paragraph 13)
- I. ☐ _____
- J. ☐ _____
- K. ☐ _____

OR 2. ☐ ALL Buyer contingencies are removed, EXCEPT: ☐ Loan Contingency (Paragraph 2I); ☐ Appraisal Contingency
(Paragraph 2J); ☐ Contingency for the Sale of Buyer's Property (C.A.R. Form COP); ☐ Common Interest (HOA) Disclosures;
☐ Other _____

OR 3. ☐ BUYER HEREBY REMOVES ANY AND ALL BUYER CONTINGENCIES. (Once all contingencies are removed, whether
or not Buyer has satisfied him/herself regarding all contingencies or received any information relating to those
contingencies, Buyer's deposit may not be returned if Buyer does not close escrow. This could happen even if, for
example, Buyer does not approve of some aspect of the Property or lender does not approve Buyer's loan.)

Buyer Jeffrey Gross

Date _____

Buyer Gina Raphael

Date _____

B. SELLER REMOVAL OF SELLER CONTINGENCIES: Seller hereby removes the following Seller contingencies: ☐ Contingency for
Seller's purchase of replacement property (C.A.R. Form COP); ☐ Other _____

Howard Ehrenberg, Trustee
Seller

Date 9/26/05

Date _____

(____/____/____) (Initials) **CONFIRMATION OF RECEIPT:** A copy of this signed Contingency Removal was personally
received by ☐ Buyer ☐ Seller or authorized agent on _____ (date), at _____ ☐ AM/ ☐ PM.

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means,
including facsimile or computerized formats. Copyright © 2001-2003, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.
THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR
ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE
TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®, REALTOR® is a registered collective membership mark
which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published by the
California Association of REALTORS®

Reviewed by _____ Date _____



CR 10/03 (PAGE 1 OF 1)

CONTINGENCY REMOVAL (CR PAGE 1 OF 1)

Agent: Barry Sloane
Broker: Sotheby's International Realty 9565 Wilshire Blvd. #100, Beverly Hills CA 90212

Phone: (310) 724 7000 Fax: (310) 724 7000

Prepared using WINForms® software

EXHIBIT 1 PAGE 54



CALIFORNIA
ASSOCIATION
OF REALTORS®

REQUEST FOR REPAIR No. 1
(Or Other Corrective Action)
(C.A.R. Form RR, Revised 10/02)



In accordance with the terms and conditions of the: ☒ California Residential Purchase Agreement or ☐ Other

("Agreement"), dated September 14, 2005

on property known as 2856 DEEP CANYON DR., BEVERLY HILLS CA 90210

("Property"), between

JEFFREY GROSS, GINA RAPHAEL

("Buyer")

and

HOWARD EHRENBURG, TRUSTEE

("Seller")

1. BUYER'S REQUEST:

A. Buyer requests that Seller repair the following items or take the specified action prior to final verification of condition:

☐ See attached list dated _____ for request

BUYER IS REQUESTING A \$150,000.00 CREDIT IN LIEU OF ANY AND ALL REPAIRS TO THE PROPERTY. THE PROPERTY IS IN NEED OF MAJOR REPAIRS DUE TO GEOLOGICAL, STRUCTURAL AND WATER INTRUSION. A COPY OF THE INITIAL INSPECTION REPORT IS ATTACHED TO THIS REQUEST. ANY ADDITIONAL REPORTS WILL BE GIVEN TO THE SELLER UPON RECEIPT TO BUYER.

B. A copy of the following inspection or other report is attached.

☒ COPY OF 1ST INSPECTION REPORT

☐ _____

☐ _____

Date September 13, 2005

Date September 13, 2005

Buyer JEFFREY GROSS

Buyer GINA RAPHAEL

2. SELLER'S RESPONSE TO BUYER'S REQUEST:

A. If Buyer agrees to remove in writing the following contingency(ies) identified on the attached Contingency Removal form (C.A.R. Form CR No. ONE).

(i) ☒ Seller agrees to repair or take the other specified action with respect to all of the items in 1A above.

OR (ii) ☐ Seller agrees to repair or take the other specified action with respect to all of the items in 1A above, with the following exception(s): _____

B. ☐ Seller does not agree to any of Buyer's requests.

Seller HOWARD EHRENBURG, TRUSTEE

Date 9/26/05

Date _____

Seller _____

3. BUYER'S REPLY TO SELLER'S RESPONSE:

A. ☐ Buyer accepts Seller's response, withdraws all requests for items that Seller has not agreed to, and removes the contingency(ies) identified in 2A.

B. ☐ Buyer withdraws the request in 1A above, and makes a new request as specified in the attached Request for Repair No. _____

Date _____

Buyer JEFFREY GROSS

Date _____

Buyer GINA RAPHAEL

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machines or any other means including facsimile or computerized formats. Copyright © 2001-2002, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published by the
California Association of REALTORS®

Reviewed by _____ Date _____



RR REVISED 10/02 (PAGE 1 OF 1)

REQUEST FOR REPAIR (RR PAGE 1 OF 1)

Agent: Judi Fogelman/Lisa Chorna

Phone: (310) 777-6343

Fax: (310) 248-5361

Prepared using WinForm® software

Broker: Coldwell Banker

301 N Canon Dr Ste E

Beverly Hills

CA 90210

EXHIBIT 1 PAGE 55



Lawyers Title Company
655 North Central Avenue
Ste 2200
Glendale, Ca 91203
Phone: (818) 552-7255

Albert Weiland & Golden
650 Town Center Drive #1350
Costa Mesa, CA 92626

Our File No: 09501613 - 70
Senior Commercial Title Officer: Melvin Earle
e-mail: mearle@landam.com
Direct Phone: (818) 552-7260
Fax Number: (818) 552-7263

Attn: **Reem Bello ESQ**

Your Reference No: 2846 Deep Canyon

Property Address: 2846 Deep Canyon Drive, Los Angeles, California

UPDATED PRELIMINARY REPORT

Dated as of September 23, 2005 at 7:30 a.m.

In response to the above referenced application for a policy of title insurance, Lawyers Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusion from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit B attached. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit B. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit B of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

SCHEDULE A

The form of policy of title insurance contemplated by this report is:

CLTA Standard Owners

The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE

Title to said estate or interest at the date hereof is vested in:

Han Moeljadi, subject to proceedings pending in the Bankruptcy Court where a petition commencing the case was filed on April 2, 2003, by or on behalf of Han Moeljadi, as Debtor, in the Central U.S. District Court as Case No. 03-18962.

The land referred to herein is situated in the County of Los Angeles, State of California, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Lot 123 of Tract no. 23290, in the City of Los Angeles, in the County of Los Angeles, State of California, as per map recorded in book 843 page(s) 1 to 12 inclusive of maps, in the Office of the County Recorder of said County.

Assessor's Parcel Number: **4385-023-007**

SCHEDULE B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

- A. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2005 – 2006 which are a lien not yet payable.

- B. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year	2004 - 2005
1st Installment:	\$12,212.98
2nd Installment:	\$12,212.98
Exemption:	\$none
Code Area:	00067
Assessment No.:	4385-023-007

- C. Said property has been declared Tax-Defaulted for non-payment of delinquent taxes for the fiscal year 2000 - 2001.

Amount to redeem by September 30, 2005 for the above-stated year (and subsequent years, if any) is \$960.07.

Amount to redeem by October 31, 2005 for the above-stated year (and subsequent years, if any) is \$969.60.

Amount to redeem by November 30, 2005 for the above-stated year (and subsequent years, if any) is \$979.13.

- D. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.

1. An easement for the purposes shown below and rights incidental thereto as shown or as offered for dedication on the recorded map shown below.

Map:	Tract 23290
Recorded:	Not Shown
Easement purpose:	drainage, street lighting, underground public utilities, sidewalk
Affects:	the Northwesterly 3 feet of said land

2. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Purpose:	Public utilities
Recorded:	July 11, 1974 as Instrument No. 570 of Official Records
Affects:	the Northwesterly 3 feet of said land

3. A declaration of covenants, conditions and restrictions which, among other things, may contain or provide for easements; assessments, liens and the subordination thereof; said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

Recorded: January 21, 1976 as Instrument No. 3068 of Official Records

NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that the covenant, condition or restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607 or (c) relates to a handicap but does not discriminate against handicapped people.

Modification(s) of said covenants, conditions and restrictions

Recorded: May 25, 1979 as Instrument No. 79-564616 of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: June 22, 1989 as Instrument No. 89-1004386 of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: June 27, 1991 as Instrument No. 91-978742 of Official Records

4. The effect of a Grant of Easements and License executed by Bay Colony Property Company, a Massachusetts Business Trust in favor of Benedict Hills Estate Association of California NonProfit Corporation recorded May 25, 1979 as Instrument No. 79-564617, of Official Records.

5. An instrument which recites in part that Association Assessments are periodically due from holders of title to said land to the Homeowner's Association and that transfer fees may be due whenever there is a transfer of title of any of the units. In order to ascertain seller's/buyer's association assessments and transfer fee requirements prior to transfer of a unit, escrow companies are requested to contact:

Homeowners Association

Recorded: March 6, 1984 as Instrument No. 84-275449, June 17, 1986 as Instrument No. 86-757142 and June 22, 1989 as Instrument No. 89-1004386, all of Official Records

6. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Purpose: sanitary sewer

Recorded: February 18, 1986 as Instrument No. 86-213794 of Official Records

Affects: said land

7. A covenant and agreement

Recorded: July 24, 1989 as Instrument No. 89-1175183 of Official Records

Which among other things provides:

Reference is made to said document for full particulars.

8. The matters contained in a document entitled "Board of Directors and Benedict Hills Estates Association, a California Non-Profit Corporation Corporate Resolution" recorded December 17, 1991 as Instrument No. 91-1981792, of Official Records.

Reference is made to said document for full particulars.

9. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby.

Amount: \$500,000.00

Dated: March 29, 2001

Trustor: Han and Evie Moeljadi

Trustee: Lawyers Title Company, a California Corporation

Beneficiary: Cal Four Seasons, a California Corporation

Loan No.: Not Shown

Recorded: March 30, 2001 as Instrument No. 01-0525930 of Official Records

10. The effect of a Notice Pursuant to Civil Code 81363.6

Dated: August 16, 2001

Executed by: Benedict Hills Estates Association, a California NonProfit Corporation

Recorded: October 30, 2001 as Instrument No. 01-2070966, of Official Records

11. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby.

Amount: \$4,350,000.00

Dated: May 14, 2002

Trustor: Han Moeljadi, a married man as his sole and separate property

Trustee: Chicago Title Company, a California Corporation

Beneficiary: Beverly Ventura Inc., a California Corporation

Loan No.: Not Shown

Recorded: June 10, 2002 as Instrument No. 02-1324612 of Official Records

12. Intentionally deleted

13. A pending assessment for the District shown below. When notice of the assessment is recorded with the County Recorder the assessment shall become a lien on said land.

District: Santa Monica Mountains Open Space Preservation Assessment
District No. 1 Los Angeles

Disclosed by: Notice of Assessment

Recorded: August 13, 2003 as Instrument No. 03-2342864 of Official Records

12. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby.

Amount: \$1,080,000.00
Dated: June 17, 1999
Trustor: Han Moeljadi, a married man as his sole and separate property
Trustee: First American Title Company
Beneficiary: Equity 1 Sales Corporation, a California Corporation
Loan No.: 990270-W1
Recorded: June 30, 1999 as Instrument No. 99-1202266 of Official Records

END OF SCHEDULE B EXCEPTIONS

**PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH
FOLLOWS FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION**

REQUIREMENTS SECTION:

REQ NO.1: The Company will require a statement of information from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matters which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

Parties

Buyers/Sellers

REQ NO.2: The Company will require that it be furnished a written statement from the Homeowners' Association of which said property owner is a member, which will provide that all liens, charges and/or assessments levied on said land have been paid. Said statement should provide clearance up to and including the time of closing. In order to avoid unnecessary delays at the time of closing, we ask that you obtain and forward said statement at your earliest convenience.

INFORMATIONAL NOTES SECTION

NOTE NO. 1: Privacy notice (15 U.S.C. 6801 and 16 CFR part 313):

We collect nonpublic personal information about you from information you provide on forms and documents and from other people such as your lender, real estate agent, attorney, escrow, etc. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

NOTE NO. 2: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.

NOTE NO. 3: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.

WIRING INSTRUCTIONS FOR THIS OFFICE ARE:

Comerica Bank
2321 Rosecrans Avenue, 5th Floor
El Segundo, CA 90245-4903
Phone: (800) 376-0430
ABA #121-137-522
Credit To: Lawyers Title Company - Los Angeles County
Account #1891967380

RE: 09501613 905 - ME3

PLEASE INDICATE LAWYERS TITLE COMPANY ESCROW OR TITLE ORDER NUMBER

NOTE NO. 4: The charges which the company will make for next day messenger services (i.e. Federal Express, UPS, DHL, Airborne, Express mail, etc.) Are \$15.00 per letter, standard overnight service, and \$25.00 for larger size packages and/or priority delivery services. Such charges include the cost of such messenger service and the company's expenses for arranging such messenger service and its overhead and profit. Special messenger services will be billed at the cost of such services. There will be no additional charge for pick-up or delivery of packages via the company's regularly scheduled messenger runs.

NOTE NO. 5: The vestee is eligible for a \$20.00 fee reduction pursuant to the Final Judgments entered in People of the State of California v. LandAmerica Financial Group, Inc., et al., Sacramento Superior Court Case No. 92 AS 06111, and Taylor, et al. v. LandAmerica Financial Group, Inc., et al., Los Angeles Superior Court Case No. BC 231917.

NOTE NO. 6: The charge for a policy of title insurance, when issued through this title order, will be based on the short-term rate.

NOTE NO. 7: There are no conveyances affecting said land recorded within 24 months of the date of this report.

Typist: nb0

Date Typed: September 16, 2005; September 27, 2005

Exhibit B (Rev. 11-17-04)
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) Resulting in no loss or damage to the insured claimant;
 - (d) Attaching or created subsequent to Date of Policy; or
 - (e) Resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE – SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the Land
 - e. land division
 - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy date and is binding on You if You bought the Land without knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date – this does not limit the coverage described in Covered Risk 7, 8d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A, and
 - b. in streets, alleys, or waterways that touch the land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14:	1% of Policy Amount or \$2,500 (whichever is less)	\$10,000
Covered Risk 15:	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 16:	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 18:	1% of Policy Amount or \$2,500 (whichever is less)	\$5,000

AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - Land use
 - Improvements on the land
 - Land division
 - Environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

EXHIBIT 2 PAGE 66

- This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - A notice of exercising the right appears in the public records on the Policy Date
 - The taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
 3. Title Risks:
 - That are created, allowed, or agreed to by you
 - That are known to you, but not to us, on the Policy Date – unless they appeared in the Public Records
 - That result in no loss to you
 - That first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
 4. Failure to pay value for your title.
 5. Lack of a right:
 - To any land outside the area specifically described and referred to in Item 3 of Schedule A
- OR
- In streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT-FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorney's fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance
7. Any claim which arises out of the transaction creating the interest of the mortgagee insured by this Policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer, or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a pre
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records
- Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records
2. Any facts, rights, interests or claim which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violating affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by the policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by the policy being deemed a preferential transfer except where the preferential transfer results from the failure
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

- Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records
2. Any facts, rights, interests or claim which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof
 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records
 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records
 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land, (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land, (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part, or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant,
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant,
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26), or
 - (e) resulting in loss or damage which would not have been sustained if the insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under covered Risks 7, 8(e) and 26
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of Interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy



Order No: 09501613

Notice to Customers

You may be eligible for a \$20.00 reduction in your title or escrow fees in this transaction charged by **Lawyers Title Insurance Corporation** pursuant to the Final Judgments entered in People of the State of California v. LandAmerica Financial Group, Inc., et al., Sacramento Superior Court Case No. 92 AS 06111, and Taylor, et al. v. LandAmerica Financial Group, Inc., et al., Los Angeles Superior Court Case No. BC 231917. You are eligible for this \$20.00 reduction in your title or escrow fees if you meet the following requirements:

1. You are a natural person or trust;
2. Your transaction involves the purchase, sale or refinancing of residential real property containing one-to-four-dwelling units;
3. You previously purchased title insurance or escrow services involving a transaction which closed between May 19, 1995 and October 8, 2002 from one of the following companies:

LandAmerica Financial Group, Inc.
Commonwealth Land Title Insurance Company or
Commonwealth Land Title Company
Lawyers Title Insurance Corporation or Lawyers Title Company
First American Title Insurance Company, First American Title Company, First American Title Guarantee Company
Fidelity National Financial, Inc.
Fidelity National Title Insurance Company
Fidelity National Title Company
Fidelity National Title Insurance Company of California, Inc.
Fidelity National Loan Portfolio Services
Ticor Title Insurance Company
Security Union Title Insurance Company
Chicago Title Insurance Company
Chicago Title Company
Chicago Title and Trust Company
Rocky Mountain Support Services, Inc.
California Tracking Service, Inc.
Title Accounting Services Corporation

4. You did not receive a \$65.00 cash payment from LandAmerica Financial Group, Inc. in the reconveyance fee claims process pursuant to the Final Judgments entered in People of the State of California v. LandAmerica Financial Group, Inc., et al., Sacramento Superior Court Case No. 92 AS 06111, and Taylor, et al. v. LandAmerica Financial Group, Inc., et al., Los Angeles Superior Court Case No. BC 231917.

If you meet the foregoing requirements and want the \$20.00 fee reduction complete this form and return it to your **Lawyers Title Insurance Corporation** escrow or title officer. **NOTE: If you are eligible for the \$20.00 fee reduction please complete and return this form. You must advise us of your eligibility prior to closing in order to receive the \$20.00 fee reduction.**

Name: _____

Address: _____

Telephone No: _____



Order No: 09501613

Notice to Customers

You may be eligible for a \$20.00 reduction in your title or escrow fees in this transaction charged by **Lawyers Title Insurance Corporation** pursuant to the Final Judgments entered in People of the State of California v. LandAmerica Financial Group, Inc., et al., Sacramento Superior Court Case No. 92 AS 06111, and Taylor, et al. v. LandAmerica Financial Group, Inc., et al., Los Angeles Superior Court Case No. BC 231917. You are eligible for this \$20.00 reduction in your title or escrow fees if you meet the following requirements:

1. You are a natural person or trust;
2. Your transaction involves the purchase, sale or refinancing of residential real property containing one-to-four-dwelling units;
3. You previously purchased title insurance or escrow services involving a transaction which closed between May 19, 1995 and October 8, 2002 from one of the following companies:

LandAmerica Financial Group, Inc.
Commonwealth Land Title Insurance Company or
Commonwealth Land Title Company
Lawyers Title Insurance Corporation or Lawyers Title Company
First American Title Insurance Company, First American Title Company, First American Title Guarantee Company
Fidelity National Financial, Inc.
Fidelity National Title Insurance Company
Fidelity National Title Company
Fidelity National Title Insurance Company of California, Inc.
Fidelity National Loan Portfolio Services
Ticor Title Insurance Company
Security Union Title Insurance Company
Chicago Title Insurance Company
Chicago Title Company
Chicago Title and Trust Company
Rocky Mountain Support Services, Inc.
California Tracking Service, Inc.
Title Accounting Services Corporation

4. You did not receive a \$65.00 cash payment from LandAmerica Financial Group, Inc. in the reconveyance fee claims process pursuant to the Final Judgments entered in People of the State of California v. LandAmerica Financial Group, Inc., et al., Sacramento Superior Court Case No. 92 AS 06111, and Taylor, et al. v. LandAmerica Financial Group, Inc., et al., Los Angeles Superior Court Case No. BC 231917.

If you meet the foregoing requirements and want the \$20.00 fee reduction complete this form and return it to your **Lawyers Title Insurance Corporation** escrow or title officer. **NOTE: If you are eligible for the \$20.00 fee reduction please complete and return this form. You must advise us of your eligibility prior to closing in order to receive the \$20.00 fee reduction.**

Name: _____

Address: _____

Telephone No: _____



Lawyers Title Company
655 North Central Avenue
Ste 2200
Glendale, Ca 91203
Phone: (818) 552-7255

NOTICE OF TITLE POLICY DISCOUNTS
Lawyers Title Insurance Corporation- California
Residential Transactions

Order No.: 9501613-70

Escrow No.: 09501613

Please note that certain discounts sometimes apply to reduce title insurance premiums. **YOU SHOULD REVIEW THE POSSIBLE DISCOUNTS DESCRIBED BELOW AND TELL YOUR ESCROW OFFICER IF YOU THINK ANY APPLY TO THIS TRANSACTION.** These discounts are not applicable to subdivision sales.

SHORT TERM RATE - 20% off

This discount is given automatically when our title search indicates that it applies. It applies when a current order for title insurance is placed within 60 months from the date of issuance of a prior loan or owner's policy issued by any title insurance company. The Short Term Rate does not apply when another discount shown on this page applies.

REFINANCE RATE - 35% off

This discount is given automatically when our title search indicates that it applies. It applies to ALTA Loan Policies covering a new loan which refinances a loan insured with another ALTA loan policy issued by any title insurance company.

Please acknowledge your understanding of the above, even if no discount applies, by signing below.

Buyer/Borrower: **Date:** _____

Seller: **Date:** _____

Signature

Signature

Signature

Signature

Please sign and return this Notice to your Title Company

EXHIBIT 2 PAGE 11



Lawyers Title Company
655 North Central Avenue
Ste 2200
Glendale, Ca 91203
Phone: (818) 552-7255

NOTICE OF TITLE POLICY DISCOUNTS
Lawyers Title Insurance Corporation- California
Residential Transactions

Order No.: 9501613-70

Escrow No.: 09501613

Please note that certain discounts sometimes apply to reduce title insurance premiums. **YOU SHOULD REVIEW THE POSSIBLE DISCOUNTS DESCRIBED BELOW AND TELL YOUR ESCROW OFFICER IF YOU THINK ANY APPLY TO THIS TRANSACTION.** These discounts are not applicable to subdivision sales.

SHORT TERM RATE – 20% off

This discount is given automatically when our title search indicates that it applies. It applies when a current order for title insurance is placed within 60 months from the date of issuance of a prior loan or owner's policy issued by any title insurance company. The Short Term Rate does not apply when another discount shown on this page applies.

REFINANCE RATE – 35% off

This discount is given automatically when our title search indicates that it applies. It applies to ALTA Loan Policies covering a new loan which refinances a loan insured with another ALTA loan policy issued by any title insurance company.

Please acknowledge your understanding of the above, even if no discount applies, by signing below.

Buyer/Borrower: **Date:** _____

Seller: **Date:** _____

Signature

Signature

Signature

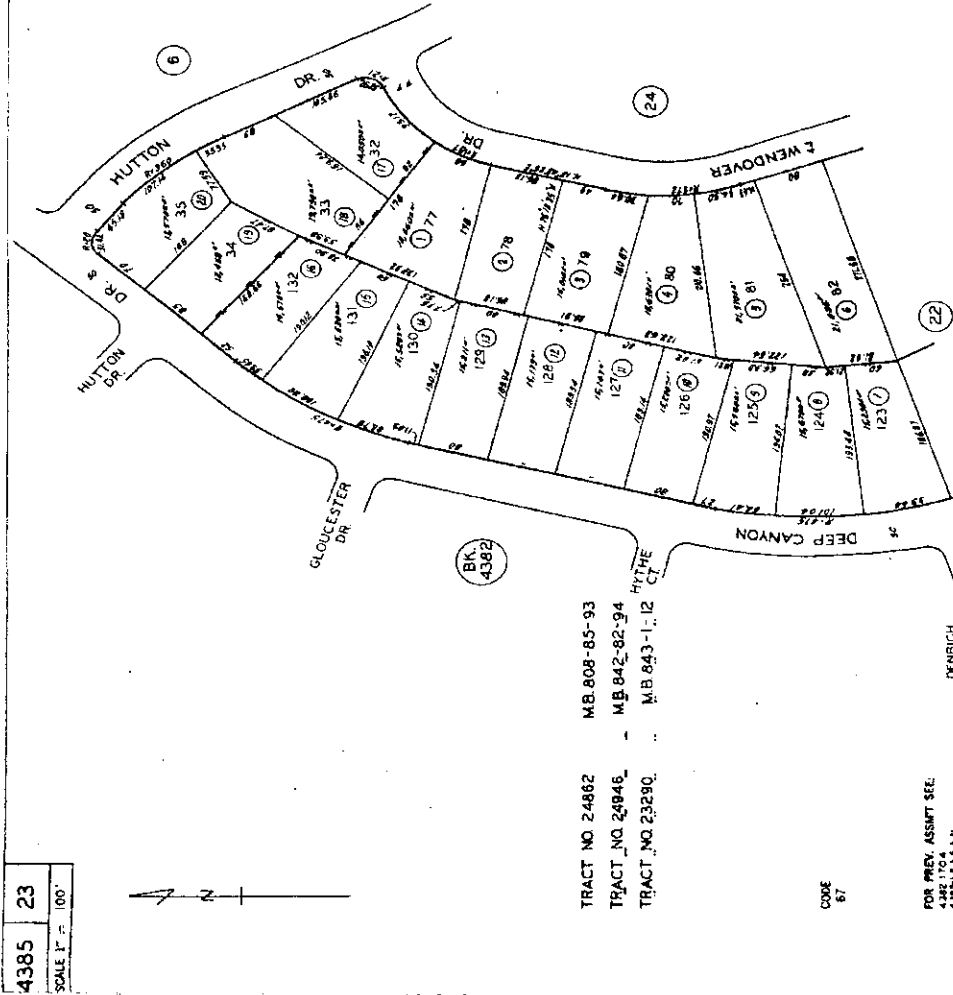
Signature

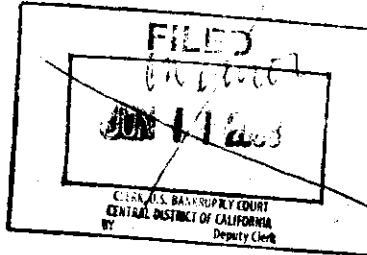
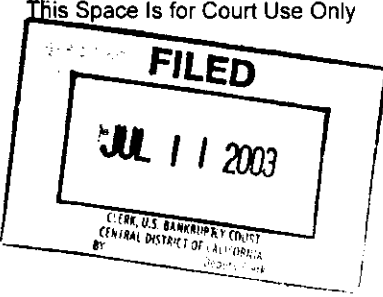
Please sign and return this Notice to your Title Company

EXHIBIT 2 PAGE 12

11/02/1971
7/10/2003

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.



United States Bankruptcy Court State of CALIFORNIA		PROOF OF CLAIM
Name of Debtor HAN MOELJADI	Case Number LA 03-18962 EC	 <p style="text-align: center;">This space is for Court Use Only</p>
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503</small>		
Name of Creditor (The person or other entity to whom the debtor owes money or property): Aurora Loan Services	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and address where notices should be sent: Aurora Loan Services 601 Fifth Ave. Scottsbluff, NE 69361 Attn: Michelle D. Viner, Oper Mngr Telephone number: (800) 776-9361	Account or other number by which creditor identified debtor: 0007345648	
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Services performed <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) <input checked="" type="checkbox"/> Money loaned Your SS#: _____ <input type="checkbox"/> Personal injury/wrongful death Unpaid compensation for services performed <input type="checkbox"/> Taxes from _____ to _____ <input type="checkbox"/> Other 0 _____ (date) (date)		
2. Date debt was incurred: June 17, 1999 3. If court judgment, date obtained:		
4. Total Amount of Claim at Time Case Filed: \$ 1,217,689.95 <small>If all or part of your claim is secured or entitled to priority, also complete item 5 or 6 below.</small> <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of collateral: \$ 1,217,689.95 Amount of arrearage and other charges at time case filed included in secured claim, if any \$ 175,201.67	6. Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ 0.00 Specify the priority of the claim. <input type="checkbox"/> Wages, salaries, or commissions (up to \$4300), *earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier- 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan- 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$1,950* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) _____ <small>* Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>	
7. CREDITS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		<p style="text-align: center;">This Space Is for Court Use Only</p> 
Date July 08, 2003	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): Michelle D. Viner, Oper Mngr	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.		

IN RE:

HAN MOELJADI

Case #: LA 03-18962 EC
Chapter #: 11

EXHIBIT "A"

ITEMIZATION OF TOTAL DEBT AND ARREARAGES AS OF THE TIME OF FILING.

Total Debt as of:

Interest rate:	8.50%
Principal Balance:	\$1,054,947.21
Interest from Last Paid Installment:	\$82,545.12
Payment Late Charges:	\$2,076.05
Accrued Late Charges:	\$0.00
Non-Escrow Advances:	\$1,213.50
Escrow Advances:	\$79,701.79
Other Unpaid Fees:	\$0.00
Suspense Balance (*Subtracted):	\$-2,793.72
Total Debt:	\$1,217,689.95

Total Arrearages as of :

Payments:	\$114,822.84
Payment Late Charges:	\$2,076.05
Additional Late Charges:	\$0.00
Escrow Shortages:	\$59,883.00
Pre-petition Legal Fees:	\$800.00
Pre-petition Legal Costs:	\$382.90
Additional Charges:	\$30.60
Suspense Balance (*Subtracted):	\$-2,793.72
Total Arrearages:	\$175,201.67

99 1459280

RECORDED/FILED IN OFFICIAL RECORDS RECORDER'S OFFICE LOS ANGELES COUNTY CALIFORNIA AUG 04 1999 AT 8 A.M.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

FEE CODE	N/A	N/A	0	20	9_	19	04	19
REC. FEE	NO. PAGES	NO. TITLES	PCOR	D.A. FEE	SURVEY MON.	NOTIF.	INVOL LIEN	NON CONF.

2

EXAMINER'S INT.

Assessor's Identification Number (AIN)
To Be Completed By Examiner Or Title Company In Black Ink

Number of Parcels Shown

Revision Number

Comments
User
Date
File
Doc No.
Page

PRENTERIA (VIEW)
05/08/2003
00000049.TIF
0007345648\ASGN\00112001
1

EXHIBIT 3 PAGE 76

03-1962-02

RECORDING REQUESTED BY

99 1459280

2

When recorded mail to:
EQUITY 1 SALES CORPORATION
5440 MOREHOUSE DR, #1000
SAN DIEGO, CA 92121

FEE \$7 0
DAF \$2

LOAN #: 990270-W1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Deed of Trust

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to **AURORA LOAN SERVICES, INC.**

all beneficial interest under that certain Deed of Trust dated **JUNE 17, 1999,**
HAN MOELJADI, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY

executed by

to **FIRST AMERICAN TITLE COMPANY**

Trustor,

and recorded as Instrument No. **99-1202266** on **6-30-99**
page **1**, of Official Records in the County Recorder's office of **LOS ANGELES**
CALIFORNIA describing land therein as:

in book

Trustee,

County,

~~SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.~~

AP #: 4385-023-007 *as described on said deed of trust.*

THIS INSTRUMENT FILED FOR RECORD IN
FIRST AMERICAN TITLE INSURANCE COMPANY
ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED
ITS EXECUTION OR AS TO ITS EFFECT UPON THE

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated **6-23-99**

State of California)
County of **San Diego**) ss.

On **6-23-99**
BUCK HAWKINS, NOTARY
personally appeared

before me,

JEFFREY B. BARTON

**EQUITY 1 SALES CORPORATION, A
CALIFORNIA CORPORATION**

[Signature]

**JEFFREY B. BARTON
VICE PRESIDENT**

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

[Signature] (Seal)

Title Order No. **A36229-8**
VMP-901 (CA) (9404) 4/94

Escrow No. **14788**



CAGVAS (L2277.1)

CALVAS 604

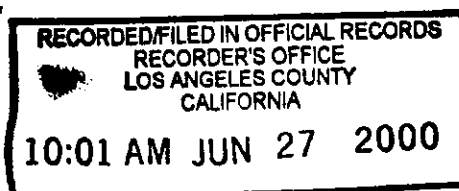
Comments

User **PRENTERIA (VIEW)**
Date **05/08/2003**
File **00000050.TIF**
Doc No. **0007345648\ASGN\00112001**
Page **2**

EXHIBIT 3 PAGE 11



00 0983816



SPACE ABOVE THIS LINE FOR RECORDERS USE

TITLE(S)

FEE

D.T.T.



CODE
20

DA. FEE Code 20 \$ 2.00

CODE
19

CODE
9

Assessor's Identification Number (AIN)

To Be Completed By Examiner OR Title Company In Black Ink

Number of Parcels Shown

THIS FORM IS NOT TO BE DUPLICATED

Comments

User PRENTERIA (VIEW)
Date 05/08/2003
File 00000077.TIF
Doc No. 0007345648\ASGN\00112601
Page 1

EXHIBIT 3 PAGE 2

00 0983816

Recording Requested By:
Aurora Loan Services Inc.

When Recorded Return To:

Aurora Loan Services Inc.
2530 S. Parker Rd.
Suite 601
Aurora, CO 80014-

CORPORATE ASSIGNMENT OF DEED OF TRUST

LOS ANGELES COUNTY, CALIFORNIA

SELLER'S SERVICING#: 0007345648 "MOELJADI" AUROCO

POOL: 0000000000

MERS #: 100025400002288992 VRUN#: (888) 679-MERS

For Value Received, AURORA LOAN SERVICES INC. hereby grants, assigns and transfers to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") all beneficial interest under that certain Deed of Trust dated 06/17/99, in the amount of \$1,080,000.00, executed by HAN MOELJADI, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY to EQUITY ONE SALES CORPORATION and Recorded 06/30/99 as Instrument/Document No. 99 1202266 In LOS ANGELES COUNTY, CALIFORNIA.

Assessor's/Tax ID No: 4385-023-007


Property Address: 2846 NORTH DEEP CANYON DR, LOS ANGELES, CA, 90210

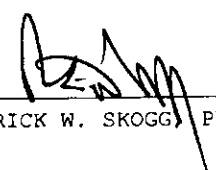
Together with the note or notes therein described or referred to, in said Deed of Trust, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

In witness whereof this instrument is executed.

Aurora Loan Services Inc.

On May 31, 2000


By: 
JULIANNA TUCKER, VICE PRESIDENT

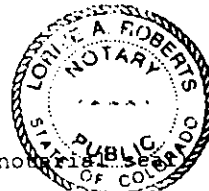

RICK W. SKOGG, PRESIDENT

STATE OF Colorado
COUNTY OF Arapahoe



ON May 31, 2000, before me, LORRIE A. ROBERTS, a Notary Public in and for the County of Arapahoe County, State of Colorado, personally appeared JULIANNA TUCKER, Vice President and RICK W. SKOGG, President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.


LORRIE A. ROBERTS
Notary Expires: 09/01/2003



Aurora Loan Services Inc., 2530 S Parker Rd, Ste 601, Aurora, CO 80014
DAC/20000530/0123 GENERIC LOS ANGELES CA BAT: 13/0007345648 KACATO

MY COMMISSION EXPIRES
September 01, 2002

Comments

User PRENTERIA (VIEW)
Date 05/08/2003
File 00000078.TIF
Doc No. 0007345648\ASGN\00112601
Page 2

EXHIBIT 3 PAGE 79

7-3648

99 1202266

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

2:41 PM JUN 30 1999

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

FEE CODE	N/A	N/A	0	20	9	19	04	19
REC. FEE	NO. PAGES	NO TITLES	PCOR	D.A. FEE	SURVEY MON.	NOTIF.	INVOL LIEN	NON CONF.

EXAMINER'S INT.

Assessor's Identification Number (AIN)
To Be Completed By Examiner Or Title Company In Black Ink

Number of Parcels Shown

Revision Number

Comments
User
Date
File
Doc No.
Page

PRENTERIA (VIEW)
05/08/2003
00000031.TIF
0007345648\DOT\00112001
1

EXHIBIT 3 PAGE 80

When recorded mail to
EQUITY 1 SALES CORPORATION
5440 MOREHOUSE DR, #1000
SAN DIEGO, CA 92121

99 T202266

RECORDING REQUESTED BY
AMERICAN TITLE COMPANY

Title Order No.: A36229-8
Escrow No.: 14788
LOAN #: 990270-W1

D.A. FEE Code 20 \$ 2

FEE \$ 43 A

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on JUNE 17, 1999.
HAN MOELJADI, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY

The trustor is

The trustee is FIRST AMERICAN TITLE COMPANY

("Borrower").

The beneficiary is EQUITY 1 SALES CORPORATION, A CALIFORNIA CORPORATION

("Trustee").

existing under the laws of THE STATE OF CALIFORNIA
and whose address is 5440 MOREHOUSE DR, #1000, SAN DIEGO, CA 92121

which is organized and

Borrower owes Lender the principal sum of ONE MILLION EIGHTY THOUSAND AND NO/100*****
***** Dollars
(U.S. \$1,080,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"),
which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 1, 2029.
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect
the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security
Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the
following described property located in LOS ANGELES County, California:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF. AS EXHIBIT A

AP #: 4385-023-007

which has the address of 2846 NORTH DEEP CANYON DRIVE, BEVERLY HILLS

California 90210 ("Property Address");
[Zip Code]

[Street, City],

CALIFORNIA- Single Family -FNMA/FHLMC UNIFORM INSTRUMENT
Form 3005 9/90 Amended 8/91

Page 1 of 6

CAVDEED

Initials: mm
CALDEED 704

Comments

User PRENTERIA (VIEW)
Date 05/08/2003
File 00000032.TIF
Doc No. 0007345648\DOT\00112001
Page 2

EXHIBIT 3 PAGE 81

NOTIFICATION SENT BY
AMERICAN TITLE COMPANY

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage

Comments

User PRENTERIA (VIEW)
Date 05/08/2003
File 00000033.TIF
Doc No. 0007345648\DOT\00112001
Page 3

to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of

Comments

User PRENTERIA (VIEW)
Date 05/08/2003
File 00000034.TIF
Doc No. 0007345648\DOT\00112001
Page 4

the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no

Comments
User
Date
File
Doc No.
Page

PRENTERIA (VIEW)
05/08/2003
00000035.TIF
0007345648\DOT\00112001
5

EXHIBIT

3 PAGE

84

acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

24. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

Comments
User
Date
File
Doc No.
Page

PRENTERIA (VIEW)
05/08/2003
00000036.TIF
0007345648\DOT\00112001
6

25. **Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

26. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> V.A. Rider | <input type="checkbox"/> Other(s) [specify] | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

HAN MOELJADI

State of California
County of Los Angeles

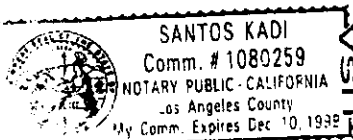
} ss.

On June 17, 1999 before me, Santos Kadi, Notary Public

personally appeared Han Moeljadi

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



(Seal)

Comments

User PRENTERIA (VIEW)
Date 05/08/2003
File 00000037.TIF
Doc No. 0007345648\DOT\00112001
Page 7

LOAN #: 990270-W1

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **17TH** day of **JUNE, 1999** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **EQUITY 1 SALES CORPORATION, A CALIFORNIA CORPORATION**

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:
2846 NORTH DEEP CANYON DRIVE
BEVERLY HILLS, CA 90210

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **COVENANTS, CONDITIONS AND RESTRICTIONS**

(the "Declaration").

The Property is a part of a planned unit development known as
BENEDICT HILLS ESTATES

(the "PUD").

The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
 Form 3150 9/90

Page 1 of 3

GPU DL

GPU DLTR 904

Comments
 User
 Date
 File
 Doc No.
 Page

PRENTERIA (VIEW)
 05/08/2003
 00000038.TIF
 0007345648\DOT\00112001
 8

EXHIBIT

3 PAGE 81

LOAN #: 990270-W1

- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3150 9/90

Page 2 of 3

GPUDLTR

Comments

User PRENTERIA (VIEW)
Date 05/08/2003
File 00000039.TIF
Doc No. 0007345648\DOT\00112001
Page 9

EXHIBIT 3 PAGE 88

LOAN #: 990270-W1
from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.


HAN MOELJADI

MULTISTATE PUD RIDER - Single Family - Fannie Mac/Freddie Mac UNIFORM INSTRUMENT
Form 3150 9/90

Page 3 of 3

GPUDLTR

Comments

User PRENTERIA (VIEW)
Date 05/08/2003
File 00000040.TIF
Doc No. 0007345648\DOT\00112001
Page 10

EXHIBIT 3 PAGE 89

LOAN #: 990270-W1

FIXED/ADJUSTABLE RATE RIDER

(1 Year Treasury Index-Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this **17TH** day of **JUNE**, **1999**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to **EQUITY 1 SALES CORPORATION, A CALIFORNIA CORPORATION**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2846 NORTH DEEP CANYON DRIVE, BEVERLY HILLS, CA 90210
[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of **8.500%**. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of **JULY, 2004**, and the adjustable interest rate I will pay may change on that day every **12TH** month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

MULTISTATE FIXED ADJUSTABLE RATE RIDER-1YEAR TREASURY INDEX-Single Family-Fannie Mae Uniform Instrument
Form 3182 5/94 Page 1 of 3 P5257RDU P5257RLU 510

Comments

User PRENTERIA (VIEW)
Date 05/08/2003
File 00000041.TIF
Doc No. 0007345648\DOT\00112001
Page 11

EXHIBIT

PAGE

90

LOAN #: 990270-W1

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **TWO AND ONE-HALF** percentage point(s) (**2.500%**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **10.500%** or less than **6.500%**. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage point(s) (**2.000%**) from the rate of interest I have been paying for the preceding **12** months. My interest rate will never be greater than **14.500%**.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of the change in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:**

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Comments

User PRENTERIA (VIEW)
Date 05/08/2003
File 00000042.TIF
Doc No. 0007345648\DOT\00112001
Page 12

EXHIBIT 3 PAGE 91

LOAN #: 990270-W1

2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B1 ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.


HAN MOELJADI

EXHIBIT "A"

Lot 123 of Tract No. 23290, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 843, Page(s) 1 to 12 inclusive of Maps, in the office of the County recorder of said County.

CERTIFIED TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL
14

Comments

User PRENTERIA (VIEW)
Date 05/08/2003
File 00000044.TIF
Doc No. 0007345648\DOT\00112001
Page 14

FIXED/ADJUSTABLE RATE NOTE

(1 Year Treasury Index-Rate Caps)

#7345648

THIS NOTE PROVIDES FOR A CHANGE IN MY FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THIS NOTE LIMITS THE AMOUNT MY ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

JUNE 17, 1999

SAN DIEGO,
[City]CALIFORNIA
[State]2846 NORTH DEEP CANYON DRIVE, LOS ANGELES, CA 90210
[Property Address]**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$1,080,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is **EQUITY 1 SALES CORPORATION, A CALIFORNIA CORPORATION.**

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of **8.500%**. The interest rate I will pay may change in accordance with Section 4 of this Note. The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on **AUGUST 1, 1999.**

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on

JULY 1, 2029, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at
**5440 MOREHOUSE DR, #1000
SAN DIEGO, CA 92121**

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$8,304.27. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of **JULY 1, 2004,** and the adjustable interest rate I will pay may change on that day every **12TH** month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate can change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **TWO AND ONE-HALF** percentage point(s) (**2.500%**) to the Current Index. The Note Holder

which I round the result of this addition to the nearest one-eighth of a percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **10.500%**, or less than **6.500%**. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage point(s) (**2.000%**) from the rate of interest I have been paying for the preceding **12** months. My interest rate will never be greater than **14.500%**.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of the change in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase. **THIS SECTION IS SUPERSEDED BY THE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF.**

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000%** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

And any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

(A) UNTIL MY INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION 4 ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT IS DESCRIBED AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

(B) WHEN MY INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION 4 ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION 11(A) ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL INSTEAD BE DESCRIBED AS FOLLOWS:

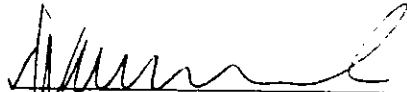
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

THE PROVISIONS CONTAINED IN THE "ADDENDUM TO NOTE", SIGNED BY ALL BORROWERS NAMED HEREIN, ARE HEREBY INCORPORATED INTO AND SHALL AMEND AND SUPPLEMENT THIS NOTE.


HAN MOELJADI

ADDENDUM TO NOTE

This addendum is made **JUNE 17, 1999**
supplement the Note of the same date.

(date) and is incorporated into and deemed to amend and

The property covered by this addendum is described in the Security Instrument and located at:
2846 NORTH DEEP CANYON DRIVE
LOS ANGELES, CA 90210

Amended Provisions

In addition to the provisions and agreements made in the Note, I/we further covenant and agree as follows:

Borrower's Right to Prepay

I/We have the right to make payments of principal at any time before they are due. A prepayment of the entire unpaid principal is known as a full prepayment. A prepayment of only part of the unpaid principal is known as a partial prepayment.

Except as provided below, I may make a full or partial prepayment at any time.

Penalty Upon Full or Partial Prepayment

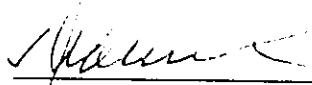
If, within the first **5** year(s) from the date of this Note I/we make full or partial prepayment in any 12-month period of more than 20% of the original principal loan amount, the Note Holder may collect a penalty. The amount of the penalty will be equal to six (6) months interest on the portion of the prepayment that exceeds 20% of the original principal balance at the yearly rate of interest designated by the Note at the time the prepayment is made. The penalty will be collected upon full or partial prepayment, unless otherwise provided by applicable law or regulation.

If I make a partial prepayment there will be no change in the due date of my monthly payment unless the Note Holder agrees in writing to such a change.

If my loan has an adjustable rate feature, my partial prepayment may reduce the amount of my monthly payment after the first Change Date following my partial payment. However, any reduction due to my partial prepayment may be offset by an increase in the interest rate.

The provisions of this note addendum will not be enforced in the event of an arms length sale of the property.

In Witness Whereof, Trustor has executed this addendum.


HAN MOELJADI

Date

ALLONGE TO NOTE

LOAN # 990270-W1

ALLONGE TO NOTE DATED JUNE 17, 1999

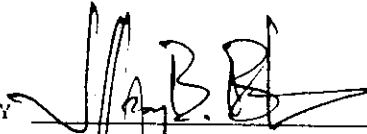
IN FAVOR OF EQUITY 1 SALES CORPORATION

AND EXECUTED BY HAN MOELJADI, A MARRIED MAN, AS HIS SOLE AND
SEPARATE PROPERTY

PAY TO THE ORDER OF AURORA LOAN SERVICES INC.

WITHOUT RECOURSE EQUITY 1 SALES CORPORATION

BY


JEFFREY B. BARTON

TITLE


VICE PRESIDENT

EXHIBIT "A"

Lot 123 of Tract No. 23290, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 843, Page(s) 1 to 12 inclusive of Maps, in the office of the County recorder of said County.

CERTIFIED TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL

FIXED/ADJUSTABLE RATE NOTE
(1 Year Treasury Index-Rate Caps)

7345248

THIS NOTE PROVIDES FOR A CHANGE IN MY FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THIS NOTE LIMITS THE AMOUNT MY ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

JUNE 17, 1999

SAN DIEGO,
[City]

CALIFORNIA
[State]

2846 NORTH DEEP CANYON DRIVE, LOS ANGELES, CA 90210
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$1,080,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is **EQUITY 1 SALES CORPORATION, A CALIFORNIA CORPORATION.**

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of **8.500%.** The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on **AUGUST 1, 1999.**

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on

JULY 1, 2029, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at
**5440 MOREHOUSE DR, #1000
SAN DIEGO, CA 92121**

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. **\$8,304.27.** This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of

JULY 1, 2004

Comments

User PRENTERIA (VIEW)
Date 05/08/2003
File 00000033.TIF
Doc No. 0007345648\NOTE\00112701
Page 1

EXP 3 PAGE 100

will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **10.500%**, or less than **6.500%**. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage point(s) (**2.000%**) from the rate of interest I have been paying for the preceding **12** months. My interest rate will never be greater than **14.500%**.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of the change in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase. **THIS SECTION IS SUPERSEDED BY THE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF.**

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000%** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address above or at a different address if I give the Note Holder a notice of my different address.

Comments
User
Date
File
Doc No.
Page

PRENTERIA (VIEW)
05/08/2003
00000034.TIF
0007345648\NOTE\00112701
2

EXHIBIT

3

PAGE

101

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

(A) UNTIL MY INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION 4 ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT IS DESCRIBED AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

(B) WHEN MY INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION 4 ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION 11(A) ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL INSTEAD BE DESCRIBED AS FOLLOWS:

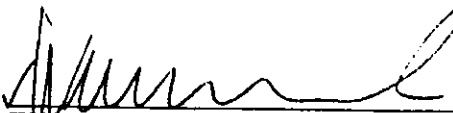
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

THE PROVISIONS CONTAINED IN THE "ADDENDUM TO NOTE", SIGNED BY ALL BORROWERS NAMED HEREIN, ARE HEREBY INCORPORATED INTO AND SHALL AMEND AND SUPPLEMENT THIS NOTE.


HAN MOELJADI

Comments

User PRENTERIA (VIEW)
Date 05/08/2003
File 00000035.TIF
Doc No. 0007345648\NOTE\00112701
Page 3

3 PAGE 162

ALLONGE TO NOTE

LOAN # 990270-W1

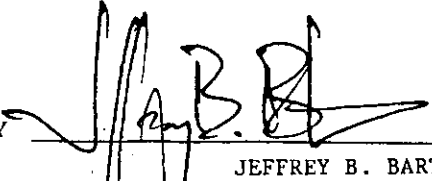
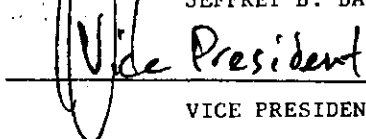
ALLONGE TO NOTE DATED JUNE 17, 1999

IN FAVOR OF EQUITY 1 SALES CORPORATION

AND EXECUTED BY HAN MOELJADI, A MARRIED MAN, AS HIS SOLE AND
SEPARATE PROPERTY

PAY TO THE ORDER OF AURORA LOAN SERVICES INC.

WITHOUT RECOURSE EQUITY 1 SALES CORPORATION

BY 
JEFFREY B. BARTON
TITLE 
VICE PRESIDENT

PAY TO THE ORDER OF

WITHOUT RECOURSE
AURORA LOAN SERVICES INC.

BY: 
JULIANNA TUCKER
VICE PRESIDENT

Comments

User PRENTERIA (VIEW)
Date 05/08/2003
File 00000036.TIF
Doc No. 0007345648\NOTE\00112701
Page 4

EXHIBIT

PAGE

3 163

ADDENDUM TO NOTE

This addendum is made **JUNE 17, 1999**
supplement the Note of the same date.

(date) and is incorporated into and deemed to amend and

The property covered by this addendum is described in the Security Instrument and located at:
2846 NORTH DEEP CANYON DRIVE
LOS ANGELES, CA 90210

Amended Provisions

In addition to the provisions and agreements made in the Note, I/we further covenant and agree as follows:

Borrower's Right to Prepay

I/We have the right to make payments of principal at any time before they are due. A prepayment of the entire unpaid principal is known as a full prepayment. A prepayment of only part of the unpaid principal is known as a partial prepayment.

Except as provided below, I may make a full or partial prepayment at any time.

Penalty Upon Full or Partial Prepayment

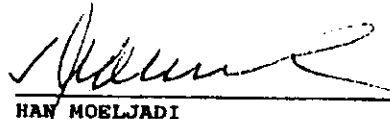
If, within the first **5** year(s) from the date of this Note I/we make full or partial prepayment in any 12-month period of more than 20% of the original principal loan amount, the Note Holder may collect a penalty. The amount of the penalty will be equal to six (6) months interest on the portion of the prepayment that exceeds 20% of the original principal balance at the yearly rate of interest designated by the Note at the time the prepayment is made. The penalty will be collected upon full or partial prepayment, unless otherwise provided by applicable law or regulation.

If I make a partial prepayment there will be no change in the due date of my monthly payment unless the Note Holder agrees in writing to such a change.

If my loan has an adjustable rate feature, my partial prepayment may reduce the amount of my monthly payment after the first Change Date following my partial payment. However, any reduction due to my partial prepayment may be offset by an increase in the interest rate.

The provisions of this note addendum will not be enforced in the event of an arms length sale of the property.

In Witness Whereof, Trustor has executed this addendum.



HAN MOELJADI

Date

Comments

User PRENTERIA (VIEW)
Date 05/08/2003
File 00000037.TIF
Doc No. 0007345648\NOTE\00112701
Page 5

3 PAGE

104



LEAD SHEET

02-1659414

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

4:41 PM JUL 17 2002

SPACE ABOVE THIS LINE FOR RECORDERS USE

TITLE(S)

FEE

FEE \$13	JJ
DAF \$2	
C-20	3

D.T.T.

CODE

20

CODE

19

CODE

9__

Assessor's Identification Number (AIN)

To Be Completed By Examiner OR Title Company In Black Ink

Number of Parcels Shown

THIS FORM IS NOT TO BE DUPLICATED

EXHIBIT

4

PAGE

105

✓

02-1659414

Homan Taghdiri, Esq. (State Bar No. 203795)
LAW OFFICES OF HOMAN TAGHDIRI
727 West Seventh Street, Eighth Floor
Los Angeles, California 90017
Telephone: (213) 688-2882
Facsimile: (213) 688-2848

Attorneys for Plaintiff,
JOHN L. FARAHI

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
COURT OF GENERAL JURISDICTION, WEST DISTRICT – SANTA MONICA**

JOHN L. FARAHI, an individual;

Plaintiff,

vs.

HAN MOELJADI, an individual;
EVIE MOELJADI, an individual;
RICK BRUCKER, an individual; and
DOES 1 to 25, Inclusive,

Defendants.

Case No.: SC072997

**NOTICE OF PENDENCY OF ACTION
(LIS PENDENS)**

PLEASE TAKE NOTICE, that the above captioned action, by Plaintiff JOHN L. FARAHI against Defendants HAN MOELJADI, EVIE MOELJADI, and RICK BRUCKER, affects title to and possession of real property, in that Plaintiff seeks specific performance of a contract lease for the real property commonly known as and located at 2846 Deep Canyon Drive, Beverly Hills, California 90210, more particularly described as:

///

///

1 LOT 123 OF TRACT NO. 23290, IN THE CITY OF LOS
2 ANGELES, COUNTY OF LOS ANGELES, STATE OF
3 CALIFORNIA, AS PER MAP RECORDED IN BOOK 843
4 PAGE(S) 1 TO 12 INCLUSIVE OF MAPS, IN THE OFFICE OF
5 THE COUNTY RECORDER OF SAID COUNTY.

6 Dated: July 17, 2002

LAW OFFICES OF HOMAN TAGHDIRI

7 By: 

8 Homan Taghdiri, Esq.,
9 Attorneys for Plaintiff,
10 JOHN L. FARAHI
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

PROOF OF SERVICE BY U.S. MAIL

1
2
3 **STATE OF CALIFORNIA** }
4 **COUNTY OF LOS ANGELES** } ss.

5
6 I am employed in the County of Los Angeles, State of California.

7 I am over the age of 18 years and not a party to the within action; my business address
8 is 727 West Seventh Street, Eighth Floor, Los Angeles, California 90017.

9 On July 17, 2002, I served the document described as:

10 **NOTICE OF PENDENCY OF ACTION**
11 **(LIS PENDENS)**

12 on interested parties in this action by placing a true copy thereof enclosed in sealed envelopes
13 as follows:

14 Han Moeljadi & Evie Moeljadi
15 998 North Alpine Drive
16 Beverly Hills, California 90210

17 Rick Brucker
18 433 South Clark Drive
19 Beverly Hills, California 90211

20 [X] **BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing
21 correspondence for mailing. Under that practice it would be deposited with the U.S. postal
22 service on that same day with postage thereon fully prepaid at Los Angeles, California in the
23 ordinary course of business via both regular mail and registered mail, with return receipt
24 requested.

25 I declare under the penalty of perjury that the foregoing is true and correct.

26 Executed on July 17, 2002, at Los Angeles, California


Michelle Goldstein

1 PETER T. STEINBERG, ESQ. - SBN 96834
2 STEINBERG, NUTTER & BRENT
3 LAW CORPORATION
4 501 COLORADO AVENUE, SUITE 300
5 SANTA MONICA, CA 90401-2426
6 TELEPHONE (310) 451-9714
7 FACSIMILE (310) 451-0929

(SPACE BELOW FOR FILING STAMP ONLY)

8 ORIGINAL

FILED DEC - 8 2003 CLERK U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	ENTERED DEC - 9 2003 CLERK U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA
--	--

Attorneys for: Debtors and Debtors-In-Possession, HAN MOELJADI and EVIE T. MOELJADI

9 UNITED STATES BANKRUPTCY COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11 LOS ANGELES DIVISION

12 In re:

13 HAN MOELJADI and EVIE T. MOELJADI,

14 Debtors and
15 Debtors-In-Possession.

Case No. LA03-18962EC
Chapter 11

ORDER APPROVING COMPROMISE AND
SETTLEMENT OF CLAIMS BETWEEN THE
DEBTORS AND JON L. FARAH

HEARING

Date: November 19, 2003
Time: 1:30 p.m.
Place: Courtroom "1639"
The Honorable Ellen Carroll

16
17
18 At the above-captioned date, time and place the Debtors and Debtors-In-Possession's
19 Motion for an Order Approving Compromise and Settlement of Claims Between the Debtors and
20 Jon L. Farahi came on for hearing. Appearing at the hearing on behalf of the Debtors was Mr.
21 Peter T. Steinberg of Steinberg, Nutter & Brent, Law Corporation, and appearing on behalf of
22 previously objecting party, Lot 27 Beverly Venture, Inc., was Ms. Jamie N. Gonzalez of Rein
23 Evans & Sestanovich LLP.

24 At the above-captioned hearing, Ms. Gonzalez on behalf of Lot 27 Beverly Venture, Inc.,
25 informed the Honorable Court that it was withdrawing its opposition to the subject Motion which
26 the Court noted on the record.

27 The Court further noted that no other opposition had been filed to the Debtors' subject
28 Motion ~~and approved the same.~~

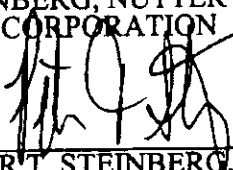
1 THEREFOR, IT IS HEREBY ORDERED that the Debtors' Motion for an Order
2 Approving Compromise and Settlement of Claims Between the Debtors and Jon L. Farahi is
3 hereby approved.

4
5 DATED: DECEMBER 8, 2003


THE HONORABLE ELLEN CARROLL,
UNITED STATES BANKRUPTCY JUDGE

7 Presented by:

8 STEINBERG, NUTTER & BRENT,
9 LAW CORPORATION

10 
11 PETER T. STEINBERG,
12 Attorneys for Debtors and Debtors-In-
13 Possession, Han Moeljadi and Evie T.
14 Moeljadi

15 [X:\CLIENTS\M\Moejyadi\order approving compromise.wpd]
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, **Marisela Becerra**, am an employee in the County of Los Angeles, State of California. I am over the age of 18 and am not a party to the within action; my business address is 501 Colorado Avenue, Suite 300, Santa Monica, CA 90401-2426. My facsimile machine number is 310-451-0929. On **December 1**, 2003, I served the foregoing document described as:

**ORDER APPROVING COMPROMISE AND SETTLEMENT OF CLAIMS BETWEEN
THE DEBTORS AND JON L. FARAH**

on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope, addressed as follows:

U.S. Trustee

Alvin Mar, Esq.
Office of the U.S. Trustee
Ernst & Young Plaza
725 South Figueroa Street, 26th Floor
Los Angeles, CA 90017

PLEASE SEE ATTACHED SERVICE LIST FOR ADDITIONAL ADDRESSES

- ☒ (By Mail) I caused such envelope with postage thereon fully prepaid, to be placed in the United States mail. Executed on **December 1**, 2003, at Santa Monica, CA.
- ☐ (By Personal Service) I caused such envelope to be delivered by hand to the offices of the addressee. Executed on **December** _____, 2003, at Santa Monica, CA.
- ☐ (By Facsimile) I caused the above-noted document to be transmitted by facsimile machine to _____. Executed on **December** _____, 2003, at Santa Monica, CA.
- ☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- ☒ (Federal) I declare that I am an employee in the offices of a member of the State Bar of this Court at whose direction the service was made.


MARISELA BECERRA

SERVICE LIST

In re: Han Moeljadi and Evie T. Moeljadi
Case No. LA03-18962EC

Attorney for Lessee

Susan L. Germaise, Esq.
Liner Yankellevitz Sunshine & Regenstreif LLP
1100 Glendon Avenue, 14th Floor
Los Angeles, California 90024-3503

Attorney for Lessors

Robert A. Sandler, Esq.
Sandler & Associates LLP
1925 Century Park East, Suite 2050
Los Angeles, CA 90067

SPECIAL NOTICE

Attorneys For Lot 33 Beverly Venture, Inc.

SHARON Z. WEISS, ESQ.
WEINSTEIN, EISEN, WEISS & ROTHSCHILD LLP
1925 CENTURY PARK EAST, SUITE 1150
LOS ANGELES, CA 90067-2712

Attorneys for Lot 27 Beverly Venture, Inc.

JAMIE N. GONZALEZ, ESQ.
REIN EVANS & SESTANOVICH LLP
1925 CENTURY PARK EAST 16TH FLOOR
LOS ANGELES, CA 90067

Attorney or Party Name, Address and Telephone Number	For Court Use Only
Peter T. Steinberg, Esq. - SBN 96834 STEINBERG, NUTTER & BRENT, LAW CORPORATION 501 Colorado Avenue, Suite 300 Santa Monica, California 90401-2426 Telephone (310) 451-9714 Facsimile (310) 451-0929 Attorney For: Debtor and Debtor-In-Possession, Han Moeljadi and Evie T. Moeljadi	
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA LOS ANGELES DIVISION	
In re: HAN MOELJADI and EVIE T. MOELJADI, <div style="text-align: center;">Debtors and Debtors-In-Possession.</div>	Chapter 11 Case Number LA03-18962EC

NOTICE OF ENTRY OF JUDGEMENT OR ORDER AND CERTIFICATE OF MAILING

TO ALL PARTIES IN INTEREST ON THE ATTACHED SERVICE LIST:

1. You are hereby notified, pursuant to local Bankruptcy Rule 9021-1(1)(a)(iv), that a judgment or order* entitled (specify):

ORDER APPROVING COMPROMISE AND SETTLEMENT OF CLAIMS BETWEEN THE DEBTORS AND JON L. FARAHI

was entered on 12-9-03, 2003.

2. I hereby certify that I mailed a copy of this notice and a true copy of the order or judgment to the persons and entities on the attached service list on (specify date): 12-10-03

DATED:

12-10-03

JON D. CERETTO
Clerk of the Bankruptcy Court

By: Amy Vandenberg
Deputy Clerk

*If a judgment is by default, a copy of the judgment must be attached to this notice.

SERVICE LIST

In re: Han Moeljadi and Evie T. Moeljadi

Case No. LA03-18962EC

U.S. Trustee

Alvin Mar, Esq.
Office of the U.S. Trustee
Ernst & Young Plaza
725 South Figueroa Street, 26th Floor
Los Angeles, CA 90017

Attorneys for Debtors and Debtors-In-Possession

Peter T. Steinberg, Esq.
Steinberg, Nutter & Brent, Law Corporation
501 Colorado Avenue, Suite 300
Santa Monica, CA 90401-2426

Attorney for Lessee

Susan L. Germaise, Esq.
Liner Yankelevitz Sunshine & Regenstreif LLP
1100 Glendon Avenue, 14th Floor
Los Angeles, California 90024-3503

Attorney for Lessors

Robert A. Sandler, Esq.
Sandler & Associates LLP
1925 Century Park East, Suite 2050
Los Angeles, CA 90067

SPECIAL NOTICE

Attorneys For Lot 33 Beverly Venture, Inc.

SHARON Z. WEISS, ESQ.
WEINSTEIN, EISEN, WEISS & ROTHSCHILD LLP
1925 CENTURY PARK EAST, SUITE 1150
LOS ANGELES, CA 90067-2712

Attorneys for Lot 27 Beverly Venture, Inc.

JAMIE N. GONZALEZ, ESQ.
REIN EVANS & SESTANOVICH LLP
1925 CENTURY PARK EAST 16TH FLOOR
LOS ANGELES, CA 90067



660 S. FIGUEROA STREET, 24TH FLOOR
LOS ANGELES, CALIFORNIA 90017

LAW OFFICES OF
HOMAN TAGHDIRI

TELEPHONE 213.688.2882 ✓
FACSIMILE 213.688.2884

September 27, 2005

Via Facsimile

Land America Lawyers Title
Attn: Melvin Earle
Reference No. 09501613-ME

Re: Escrow Instructions re: Withdrawal of Pendency of Action on the real property
located at 2846 Deep Canyon Drive, Los Angeles, California

Dear Mr. Earle:

Enclosed, please find a Notice of Withdrawal of Pendency of Action (Lis Pendens) (the "Withdrawal")
in connection with the above property.

This correspondence shall serve as written instructions to record the Withdrawal. There are no fees
due.

Thank you for your attention to this matter. Please feel free to contact me at your convenience should
you have any questions or concerns.

Sincerely,

Homan Taghdiri, Esq.
LAW OFFICES OF HOMAN TAGHDIRI

HT/msf

Enclosure

cc: Reem J. Bello, Esq.

1 Homan Taghdiri, Esq. (State Bar No. 203795)
LAW OFFICES OF HOMAN TAGHDIRI
2 660 S. Figueroa Street, 24th Floor
Los Angeles, California 90017
3 Telephone: (213) 688-2882
Facsimile: (213) 688-2884
4

Attorneys for Plaintiff,
5 JOHN L. FARAHI

6
7
8 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**
9 **COURT OF GENERAL JURISDICTION, WEST DISTRICT - SANTA MONICA**

10 JOHN L. FARAHI, an individual;

11
12 Plaintiff,

13 vs.

14 HAN MOELJADI, an individual;
15 EVIE MOELJADI, an individual;
16 RICK BRUCKER, an individual; and
DOES 1 to 25, Inclusive,

17 Defendants.
18

Case No.: SC072997

**NOTICE OF WITHDRAWAL OF
PENDENCY OF ACTION**

(LIS PENDENS)

19
20 **PLEASE TAKE NOTICE**, that plaintiff JOHN FARAHI hereby withdraws the Notice
21 of Pendency of Action (Lis Pendens) recorded against the real property commonly known as
22 and located at 2846 Deep Canyon Drive, Beverly Hills, California 90210 (the "Property"). The
23 legal description of the Property is as follows:

24 LOT 123 OF TRACT NO. 23290, IN THE CITY OF LOS ANGELES, COUNTY OF
25 LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK
26 843 PAGE(S) 1 TO 12 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY.

1 Dated: September 27, 2005

LAW OFFICES OF HOMAN TAGHDIRI

2
3 By: 

4 Homan Taghdiri, Esq.,
5 Attorneys for Plaintiff,
6 JOHN L. FARAH
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26



LEAD SHEET

01 0525930

RECORDED/FILED IN OFFICIAL RECORDS RECORDER'S OFFICE LOS ANGELES COUNTY CALIFORNIA MAR 30 2001 AT 8 A.M.

SPACE ABOVE THIS LINE FOR RECORDERS USE

TITLE(S)

FEE

D.T.T.

FEE \$ 26 FF

3
25

CODE
20

DA FEE Code 20 \$ 4.00

CODE
19

NCPF Code 19 \$ 9

CODE
9

NOTIFICATION SENT \$4 ©

Assessor's Identification Number (AIN)

To Be Completed By Examiner OR Title Company In Black Ink

Number of Parcels Shown

THIS FORM IS NOT TO BE DUPLICATED

EXHIBIT 1 PAGE 119

RECORDING REQUESTED BY

CAL FOUR SEASONS

RECORDED BY LTC

AND WHEN RECORDED MAIL TO

4328443-48

01 0525930

Name CAL FOUR SEASONS

Street Address 1436 S. Main Street #200

City & State Los Angeles, CA 90015

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LONG FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS FORM FURNISHED BY TICOR TITLE INSURERS

A. P. N.

TO 1942 CA (8-74) (OPEN END)

This Deed of Trust, made this 29th day of March, 2001, between

HAN and EVIE MOELJADI

, herein called TRUSTOR,

whose address is 998 N. Alpine Drive, Beverly Hills, CA 90210

LAWYERS TITLE COMPANY (city and street)

(city)

(state)

(zip)

~~TITLE INSURANCE AND TRUST COMPANY~~, a California corporation, herein called TRUSTEE, and

CAL FOUR SEASONS, a California corporation

, herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Los Angeles County, California, described as:

Common Description:

2846 Deep Canyon Drive, Los Angeles, California

Legal Description:

LOT 123 OF TRACT NO. 23290, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 843 PAGE(S) 1 TO 12 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing:

1. Performance of each agreement of Trustor herein contained. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$500,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fueligate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

EXHIBIT 1

PAGE 110

(6) That any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor

HAN MOELJADI

EVIE MOELJADI

GLUE/STAPLE APPROPRIATE
ACKNOWLEDGEMENT
HERE

01 0525930

Title Order No.

Escrow or Loan No.

Long Form
Deed of Trust
WITH POWER OF SALE
Title Insurance
and
Trust Company
AS TRUSTEE
COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

DO NOT RECORD
FOR RECONVEYANCE OR FORECLOSURE SEND TO THE NEAREST
OFFICE OF THE TITLE INSURANCE AND TRUST COMPANY
REQUEST FOR FULL RECONVEYANCE
Lawyers Title Company

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied, and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

(By)

(By)

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.

Both must be delivered to the Trustee for cancellation before reconveyance will be made.

EXHIBIT 2 PAGE 12

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

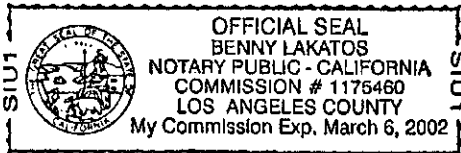
LOS ANGELES

SS.

On 3/29/2001 before me, BENNY LAKATOS - NOTARY
personally appeared HAN MOELTADI & EVIE MOELTADI

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ~~is~~are subscribed to the within instrument and acknowledged to me that ~~he~~she/they executed the same in ~~his~~her/their authorized capacity(ies), and that by ~~his~~her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Please Notary Seal Above

WITNESS my hand and official seal.

Benny Lakatos
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: DEED OF TRUST

Document Date: 3/29/2001 Number of Pages: 1

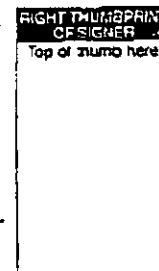
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____



01 0525930

EXHIBIT 7 PAGE 122

LEAD SHEET

02 1324612

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
4:21 PM JUN 10 2002

SPACE ABOVE THIS LINE FOR RECORDERS USE

TITLE(S)

FEE

FEE \$ 20 XX

D.T.T.

CODE
20

DA FEE Code 20 \$ 4.00

CODE
19

CODE
9

NOTIFICATION SENT 5/4/04

Assessor's Identification Number (AIN)
To Be Completed By Examiner OR Title Company In Black Ink

Number of Parcels Shown

THIS FORM IS NOT TO BE DUPLICATED

Description: Los Angeles, CA Document-Year.DocID 2002.1324612 Page: 1 of 4
Order: as Comment:

EXHIBIT 8 PAGE 123

PAGE 14

RECORDING REQUESTED BY

02-1324612

AND WHEN RECORDED MAIL TO

NAME BYRON Z. MOLDO, ESQ.
 ADDRESS Rain Evans & Sestanovich LLP
 CITY & STATE 1925 Century Park East
 16th Floor
 Los Angeles, CA 90067
 Title Order No. Escrow No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS AS ADDITIONAL SECURITY

This DEED OF TRUST, made this 14th day of May, 2002, between
 HAN MOELJADI, a married man, as his sole and separate property
 herein called TRUSTOR,
 whose address is 865 So. Figueroa Street, Suite 1320, Los Angeles, CA 90017

CHICAGO TITLE COMPANY, a California Corporation, herein called TRUSTEE, and Lot 27
 Beverly Ventura, Inc., a California corporation, herein called BENEFICIARY,
 Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale that property in
 2846 Deep Canyon Drive, Beverly Hills County of Los Angeles, California, described as:

See Exhibit "A" attached hereto and
 incorporated herein by this reference.

Together with the rents, issues and profits thereon, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary
 to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) payment of the sum of \$4,350,000.00 with interest thereon according to the terms of a promissory note or
 note of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement
 of Trustor incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums and interest thereon which may
 hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed
 of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and
 adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A of that certain Fictitious Deed of Trust recorded
 Trust referenced herein, and it is mutually agreed that all of the provisions set forth in subdivision B of that certain Fictitious Deed of Trust recorded
 in the book and page of Official Records in the office of the county recorder of the county where said property is located, named below appears the
 name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1298	888	Kings	668	713	Placer	1628	378	Glenn	38	187
Alpine	8	130-31	Lake	437	118	Plumas	188	1387	Shelby	808	762
Amador	133	438	Lassen	182	387	Riverside	3778	347	Solano	1257	821
Butte	1838	813	Los Angeles	7-3878	874	Sacramento	71-10-38	818	Sutter	2087	427
Calaveras	185	338	Madura	811	128	San Benito	388	408	Stanislaus	1878	88
Calusa	333	381	Marin	1849	123	San Bernardino	8213	788	Sutter	883	885
Central Costa	6834	1	Mariposa	90	483	San Francisco	A-804	388	Tehama	437	183
Del Norte	181	848	Mendocino	857	98	San Joaquin	2855	383	Trinity	108	335
El Dorado	784	635	Merced	1880	733	San Luis Obispo	1311	137	Tulare	2328	108
Fresno	5032	823	Modoc	181	83	San Mateo	4778	175	Tuolumne	177	180
Glenn	488	78	Monterey	357	213	Santa Barbara	2045	881	Ventura	2807	237
Humboldt	881	83	Napa	784	742	Santa Clara	6628	684	Yuba	788	18
Imperial	1188	781	Nevada	383	94	Santa Cruz	1838	887			
Inyo	185	872	Orange	7182	18	Shasta	888	633			
Kern	3738	880				San Diego	Series 5 Book 1984, Page 149774				

T 388 Laga (10-24)

Page 1

BY REC. ASSIGNMENT OF RENTS

Description: Los Angeles, CA Document-Year.DocID 2002.1324612 Page: 2 of 4
 Order: at Comment:

EXHIBIT 8

PAGE 124

PAGE 15

900 115

02 1324612 3

shall serve to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in a subdivision map B, (identical in all counties) are printed on the following pages hereof and are by the within reference thereto, incorporated here and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF CALIFORNIA Los Angeles) S.S.
COUNTY OF _____

On May 15, 2002 before me,
Santos Kadi

a Notary Public in and for said County and State, personally appeared
San Mojajadi

personally known to me (or appears to me on the basis of satisfactory evidence) to be the person(s) whose name(s) appear(s) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature _____

Signature of Trustor

By: [Signature]
SAN MOJAJADI



(This area for official notarial seal)

T 886 Legal (9-84)

NOTARY PUBLIC - STATE OF CALIFORNIA

Page 2

Description: Los Angeles, CA Document-Year.DocID 2002.1324612 Page: 3 of 4
Order: at Comment:

EXHIBIT 8 PAGE 125

PAGE 16

REC-113

4

EXHIBIT "A"

02 1324612

Legal Description of Property

Lot 123 of Tract 23290, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 843, Pages 1 through 12, in the Office of the County Recorder of said County.

8

126

PAGE 17

000.17

ORIGINAL

847.11/A101

BYRON Z. MOLDO, SBN 109652
PATRICK A. FRAIOLI, JR., SBN 191824
HOWARD I. CAMHI, SBN 149194
REIN EVANS & SESTANOVICH LLP
1925 CENTURY PARK EAST, 16TH FLOOR
LOS ANGELES, CALIFORNIA 90067
Tel: 310\551-3100
Fax: 310\551-0238

Attorneys for LOT 27 BEVERLY VENTURE,
INC.

FILED

JUN 10 2004

CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY

ENTERED

JUN 14 2004

CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
Deputy Clerk

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION

In re

HAN MOELJADI and EVIE T. MOELJADI,

Debtors.

CASE NO.: LA03-18962-EC

[CHAPTER 11]

HAN MOELJADI, an individual, and EVIE T.
MOELJADI, an individual,

Plaintiffs,

vs.

LOT 27 BEVERLY VENTURE, INC., a
California corporation,

Defendant.

ADV. CASE NO. 03-01895-EC

ORDER GRANTING MOTION TO DISMISS
SECOND AMENDED COMPLAINT TO
AVOID PREFERENTIAL TRANSFERS AND
TO AVOID FRAUDULENT TRANSFERS
~~WITHOUT LEAVE TO AMEND~~

DATE: May 19, 2004

TIME: 3:00 p.m.

CTRM: 1639

Defendant Lot 27 Beverly Venture, Inc.'s Motion to Dismiss Second Amended Complaint to Avoid Preferential Transfers and to Avoid Fraudulent Transfers (the "Motion") came on regularly for hearing at the above date, time and courtroom before the Honorable Ellen Carroll, United States Bankruptcy Judge. Howard I. Camhi of Rein Evans & Sestanovich LLP appeared on behalf of Defendant and Moving Party and Peter T. Steinberg of Steinberg Nutter & Brent appeared on behalf of Plaintiffs.

The Court having read and considered the Motion, Plaintiff's Opposition to the Motion as

1 well as Defendant's Reply, having heard and considered the statements of counsel, finds that
2 Plaintiff cannot plead sufficient facts upon which to base a preference claim for relief and,
3 *It is hereby ordered that* accordingly, Plaintiff's preference claim for relief should be, and hereby is, DISMISSED WITH
4 PREJUDICE.

5 IT IS FURTHER ORDERED that Defendant shall have through and including June 8, 2004
6 to Answer or otherwise respond to the remaining portions of the Second Amended Complaint.

7
8 DATED: 6/10/04

Ellen Carroll
THE HONORABLE ELLEN CARROLL
UNITED STATES BANKRUPTCY JUDGE

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
PAGE 83

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California; I am over the age of 18 years and am not a party to the within action. I am employed by the law firm of Rein Evans & Sestanovich LLP, located at 1925 Century Park East, 16th Floor, Los Angeles, California 90067, Telephone: (310) 551-3100, Facsimile: (310) 551-0238.

On May 24, 2004, I served the document(s) described as: **ORDER GRANTING MOTION TO DISMISS SECOND AMENDED COMPLAINT TO AVOID PREFERENTIAL TRANSFERS AND TO AVOID FRAUDULENT TRANSFERS WITHOUT LEAVE TO AMEND**, 2004 on the interested parties in said action by enclosing the document(s) in a sealed envelope addressed as follows:

Attorneys for Debtors

Peter T. Steinberg, Esq.
Steinberg, Nutter & Brent, Law Corp.
501 Colorado Avenue, #300
Santa Monica, CA 90401-2426

Office of the United States Trustee
Ernst & Young Plaza
725 S. Figueroa Street, 26th Floor
Los Angeles, CA 90017

☒ **BY MAIL:** I caused such envelope(s) with postage thereon, fully prepaid, to be placed in the United States mail.

I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business.

☐ **BY FEDERAL EXPRESS/EXPRESS MAIL:** I caused said document(s) to be sent via Federal Express / Express Mail for next business day delivery.

☐ **BY FACSIMILE:** I caused said document(s) to be sent via facsimile.

☐ **BY PERSONAL SERVICE:** I caused said document(s) to be delivered to the addressees listed on the attached Service List.

☐ **[State]** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☒ **[Federal]** I declare that I am employed in the offices of a member of the State Bar of this Court at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America that the above is true and correct.

Executed on May 24, 2004, at Los Angeles, California.

PAGE 84

EXHIBIT 3 PAGE 129

KIMBERLY ANTHONY

In re
HAN MOELJADI and EVIE T. MOELJADI

CHAPTER 7
CASE NO. LA03-18962 EC

Debtor(s).

**NOTICE OF ENTRY OF JUDGMENT OR ORDER
AND CERTIFICATE OF MAILING**

TO ALL PARTIES IN INTEREST ON THE ATTACHED SERVICE LIST:

1. You are hereby notified, pursuant to Local Bankruptcy Rule 9021-1(a)(1)(E), that a judgment or order entitled (specify): ORDER GRANTING MOTION TO DISMISS SECOND AMENDED COMPLAINT TO AVOID PREFERENTIAL TRANSFERS AND TO AVOID FRAUDULENT TRANSFERS WITHOUT LEAVE TO AMEND was entered on (specify date): 6-14-04

2. I hereby certify that I mailed a copy of this notice and a true copy of the order or judgment to the persons and entities on the attached service list on (specify date): 6-15-04

Howard Camhi, Esq.
Rein Evans & Sestanovich LLP
1925 Century Park East, #1600
Los Angeles, CA 90067

Peter Steinberg, Esq.
Steinberg Nutter & Brent
501 Colorado Avenue, Suite 300
Santa Monica, CA 90401-2426

United States Trustee's Office
Ernst & Young Plaza, 26th Floor
725 South Figueroa Street
Los Angeles, CA 90017

Dated: 6-15-04

JON D. CERETTO
Clerk of the Bankruptcy Court

By: Nancy Vandenberg
Deputy Clerk

8 130

PAGE 85

8 131

~~John~~
~~John~~ (Rita Fu BFI)
Steve Romine (310) 278-6006

MINDO MANDU

Craig Lambert WES

Judi Fogelman CB

Leslie DZ DS

Kristianne Husky Pm

Joe D. Narmand

MEL/BARR Ostrow KW-BH

Dee Snyder Private

Nilofar Mogharem (Rita Goldstein)

Jim Dwyer H & V

Susan Luskayman CB BHE

Joe Dwyer CB BHE

Paul Hanneman

370-278-1614

Yigal Hay

(310) 704-2100

Angela Shawi 310-991-3300 Nekonsheton

Annette Clovis 360 931 8118

Lauren Rose 810.276.1570

David Gray PABH

* Jay Rutter CB-BH 310-213-3389
Jerry Bliss Production

771140

Kirk Goodall

Shannon MGL

Anna Motzri

Dana Trienan CBBHE

Phenik L —

SD ROR -
Tom y

~~JS~~
JS

Gina Raphael & JCA Gross

202 0152

B. Robinson

SPR

Lenny Badley

CB

Nancy Hochman

KWBH

Lauri Hannum

KWBH

PFA

Nissani

CB PFA

Cynthia Carr

CO

KARLA KOLONY

Sherry Danziger

Unigone

Adrian Zyzanski

~~JS~~

~~JS~~

Edno

N/sh

Wassas

CB

KIMMY VARMA 818-470-3707
COWELL BANKER

CASS BROWNSTEIN (CBHN)
S. F. F. 310 922 3108

Leah Friedman

Jalei Gudma - CB.
Steven Stolman.

Sharen Mogharem

Ginger Glass - CB-BH-N

Ira Moritz 818 783-8385

Mary Ann Musico Solheby AH

Ruth Cohen/Moss 866-9399

Barbara Beer 310 246-0636

C. TAMPHO KW. PUNCT

Mari N/S

Lilian Hay

Gala Asher

Susan Zuhren

Please Sign In

Edwartz Fite

777-7813

ISAAC FALIV

310-770-1958

Yelena Goldenberg

KW-Sunset 310-383-91

Serideh Sanicoff

~~(310) 288-185~~

Edna Nelson Shultz

Zahra Khiaban

310-387-1277

PJ Moryselt

310 874 9818

Shirley Daniels

Dottie Meade

Patrick Norman David Hallerkiel

Mojgan Manavi & Chant

Ruben Ruben S.M.S.

Shiva Sam

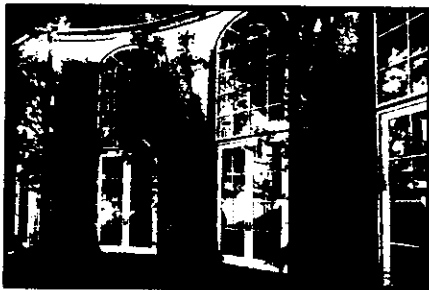
Esther Dayan

310-288-0198

GORGEOUS NEOCLASSICAL VILLA, 1991

CHAPTER 7 BANKRUPTCY

Bring Buyers To Caravan Open House



2846 DEEP CANYON DRIVE, B.H.P.O. \$2,795,000

City records show well over 7,000 square feet in this remarkably stylish estate situated in the best part of the Beverly Hills Post Office. Walled and gated, this compound is sunny and bright with extensive use of French and Palladian-style doors and windows. The public rooms are large and tall and there is a great family room and game room. Upstairs are an oversized master suite plus bedrooms, with a fifth bedroom downstairs. There are generous entertaining areas inside and out, and a large pool and spa. This is a Chapter 7 Bankruptcy and is subject to court confirmation and overbid.

OPEN HOUSE TUESDAY SEPTEMBER 13 FROM 11 - 2PM

Agents should bring their clients to the Caravan Open House on Tuesday.

BARRY SLOANE
Historic and Architecturally
Significant Properties
(310) 786-1844



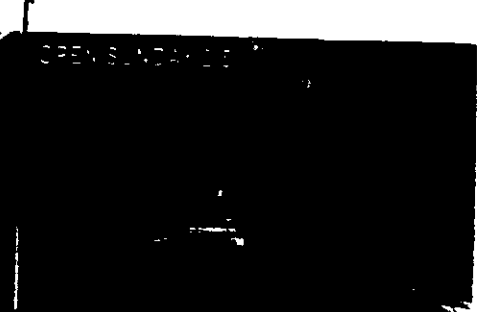
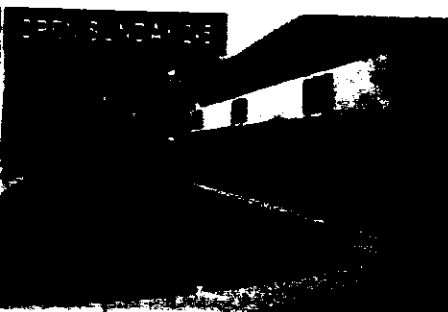
Sotheby's
INTERNATIONAL REALTY

Sotheby's International Realty, Inc. is Owned and Operated by NRT Incorporated. Sotheby's International Realty does not guarantee the accuracy of square footage, lot size, or other information concerning the condition or features of the property provided by the seller or obtained from public records or other sources, and the buyer is advised to independently verify the accuracy of that information through personal inspection with appropriate licensed professionals.

EXHIBIT 10 PAGE 137

heby's

Local Experts Worldwide

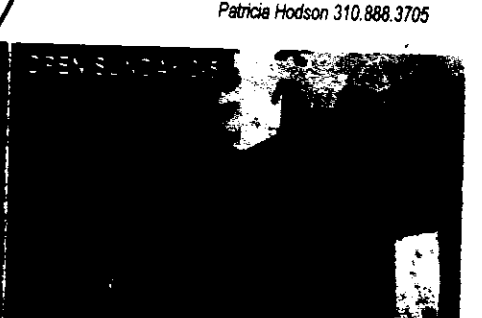


\$2,825,000
in traditional remodeled w/
library & fam rm. Photos
avid Findley 310.345.6911

2315 HILLHURST **\$2,799,000**
Los Feliz. Character filled restoration of beautiful
center courtyd style hacienda. Open kitch/fam style din
rm, 4bd/5.5ba + pool & 20 x 30 studio.
Carter/Oriand 310.888.3785

NEO CLASSICAL VILLA 1991 **\$2,795,000**
BHPO. Walled and gated large home in best part of
BHPO. Sunny/bright, pool/spa. Expansive rooms.
Subject to Bankruptcy court approval.
Barry Skane 310.786.1844

1426 MOCKINGBIRD PLACE **\$2,650,000**
Sunset Strip. Buff & Hensman Architectural w/ dramatic
spaces, unique finishes, pvt garden and pool. Visit
www.mockingbirdplace.com
Patricia Hodson 310.888.3705

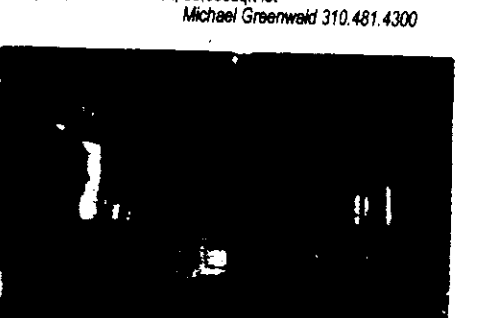
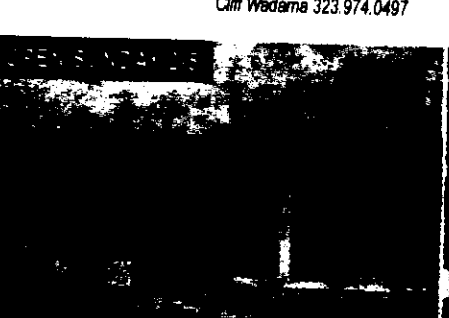
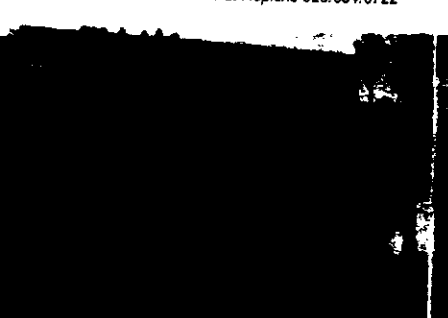


\$2,585,000
thwest BH 4bd/4.5ba +
sh yd. Remodeled kit w/
ed bas.
oss/Barton 310.385.7275

9323 FLICKER WAY **\$2,575,000**
Sunset Strip. Price reduced for immediate sale! 5bd/
4ba, pool, unobstructed views of city & ocean. Sellers
motivated. See www.9323flickerway.com
Pat Hopkins 323.654.6722

429-431 N. ORANGE DRIVE **\$2,488,000**
Hancock Park. Reduced \$100K! Elegant gated home/
duplex total 5bd/4.5ba restored w/ detail. Gourmet kit,
pre-wired audio video patios, central heat/air.
Cliff Wadama 323.974.0497

1934 WESTRIDGE ROAD **\$2,495,000**
Brentwood. Private estate retreat in Brentwood Hills
with jetfiner views. Aspen style home, guest house,
pool, immense deck, 30,000sqft lot
Michael Greenwald 310.481.4300

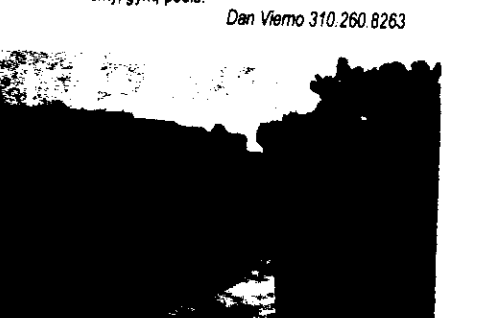
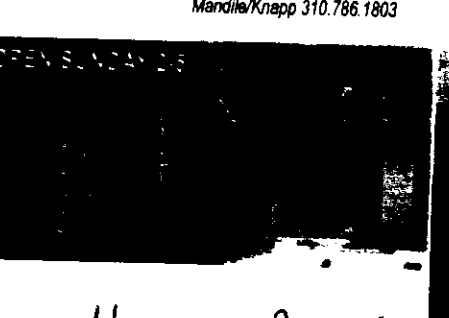
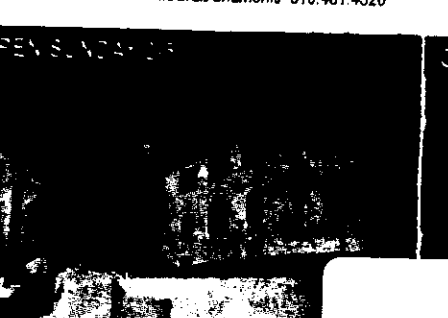


\$2,495,000
am 3bd/2ba hme. Kit w/
g, granite counters, pool
Weisberg 310.481.6260

GORGEOUS GATED HOME! **\$2,495,000**
Beverly Hills. Gorgeous 1 story gated Contemporary
Mediterranean 5bd/4ba home BHPO. Attn to detail
thruout. Expansive liv rm w/walnut flrs
McGrail/Shamonki 310.481.4320

1991 STRADELLA **\$2,295,000**
Bel Air. Chic contemp view hm btt in 2000 w/ ten ct, app
4200 sqft, lite brite int w/ hi ceil & hrdwd flrs, grmt ki, fdr,
mstr w/ lux ba + 4bd/3.5ba.
Mandile/Knapp 310.786.1803

LE PARC ELEGANCE **\$2,295,000**
Century City. Sophistication & charm exude from this
2bd/3.5ba spacious hm w/ den, huge patios, views, fdr,
24-hr security, gym, pools.
Dan Vierno 310.260.8263



\$2,249,000
ly floor plan, 4bd/3ba
excellent loc north of
Carter/Lam 310.888.3785

2316 CATALINA STREET **\$2,**
Los Feliz. Artsy spin on stylish 1924 Medit. Lg
& high cove ceilings. Mstr w/ fpl & new euro
Downstairs gst unit w/ 3/4 bath.
Carter/Oriand 310.888.3785

ARCHITECTURALLY STUNNING **\$1,999,000**
Malibu. Contemp hm w/ cyn & mtn views. 1/4 acre
usable yrd. 3bd/3ba built in 1991. Hwd flrs, open airy
ceilings and large bonus rm. Min to beach.

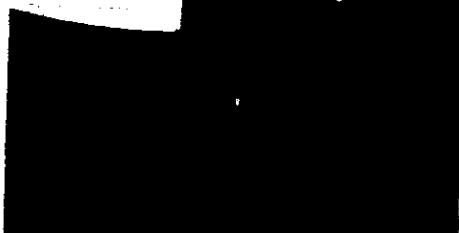
EXHIBIT 11 PAGE 138

Sotheby's

Local Experts Worldwide

SE

OPEN TUESDAY 11-2



2846 DEEP CANYON DRIVE \$2,795,000
BHPO. Walled and gated Neo-Classical villa home in best part of BHPO. Sunny/bright, pool/spa. Expansive rooms. Subject to Bankruptcy court approval.
Barry Sloane 310.786.1844

OPEN SUNDAY 2-5



9500 OAK PASS ROAD \$2,895,000
BHPO. Edwin Fields 1965. Great arch on private rd in greenery + trees w/ indoor/outdoor exp. 5bd including maids. Lot size over 27,000 sqft.
Rosanne Howard 310.786.1815



1934 WESTRIDGE ROAD \$2,695,000
Brentwood. Private estate retreat in Brentwood Hills with jetliner views. Aspen style home, guest house, pool, immense deck, 30,000sqft lot
Michael Greenwald 310.481.4300

OPEN SUN



1428 MOCKINGBIRD
Sunset Strip. Unique spaces, unique www.mockingbird.com

OPEN SUNDAY 2-5



241 S LINDEN DRIVE \$2,595,000
Beverly Hills. Desirable Southwest BH 4bd/4.5ba + great rm + bonus/office w/pvt lush yd. Remodeled kit w/ brkfst rm, lrg bdrms w/remodeled bas.
Ross/Barton 310.385.7275

OPEN SUNDAY 2-5



9323 FLICKER WAY \$2,575,000
Sunset Strip. Price reduced for immediate sale! 5bd/4ba, pool, unobstructed views of city & ocean. Sellers motivated. See www.9323flickerway.com
Pat Hopkins 323.654.6722



980 BUNDY DRIVE \$2,495,000
Brentwood. Beautiful post & beam 3bd/2ba hme. Kit w/ maple cabs, sub-zero, viking mg, granite counters, pool + spa, gated property
Murray Weissberg 310.481.6260



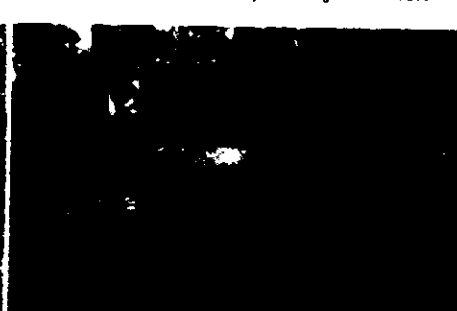
MID-CENT AR
Sunset Strip. serene forest k



LE PARC ELEGANCE \$2,295,000
Century City. Sophistication & charm exude from this 2bd/3.5ba spacious hm w/ den, huge patios, views, fdr, 24-hr security, gym, pools.
Dan Vierno 310.260.8263



1991 STRADELLA \$2,295,000
Bel Air. Chic contemp view hm bilt in 2000 w/ ten ct, app 4200 sqft, lite brite int w/ hi ceil & hrdwd flrs, grmt ki, fdr, mstr w/ lux ba + 4bd/3.5ba.
Mandile/Knapp 310.786.1803



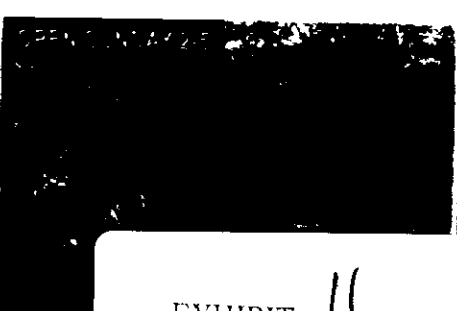
408 CASCADE WAY \$2,249,000
Bel Air. Large lot w/ great family floor plan, 4bd/3ba. Spacious kit, formal dining. Excellent loc north of Sunset in acclaimed Warner Dist.
Carter/Lam 310.888.3785



ON THE SAND
Malibu Beach. the Malibu Bay cell, white wate



7705 CHANDELLE PLACE \$2,138,000
Hwd Hills. Designer Mid-Century w/ large open rooms, hi pitched ceilings, hwd flrs, redone kit. Spa like baths & grassy yd w/ pool & spa.
Reza Farahan 310.888.3842



800 BR/
Bentwoc
State of
landscap



TRULY STUNNING \$1,999,000
10 hm w/ cyn & mtn views. 1/4 acre 1/3ba built in 1991. Hwd flrs, open airy ge bonus rm. Min to beach.
Amy Aloni 310.888.3800



2783 LA CASTA
Sunset Strip. Gc 3bd/3.5ba w/ pc home w/ custom

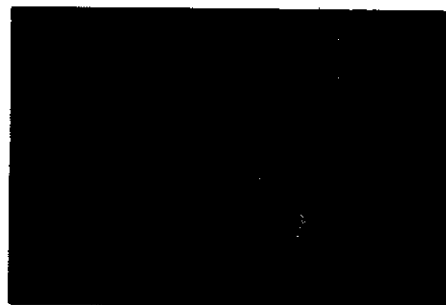
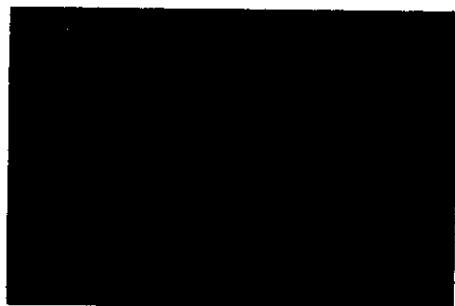
EXHIBIT 11 PAGE 139

Michael Greenwald 310.481.4300

GORGEOUS NEOCLASSICAL VILLA, 1991

CHAPTER 7 BANKRUPTCY

Bring Buyers To Caravan Open House



2846 DEEP CANYON DRIVE, B.H.P.O. \$2,795,000

City records show well over 7,000 square feet in this remarkably stylish estate situated in the best part of the Beverly Hills Post Office. Walled and gated, this compound is sunny and bright with extensive use of French and Palladian-style doors and windows. The public rooms are large and tall and there is a great family room and game room. Upstairs are an oversized master suite plus bedrooms, with a fifth bedroom downstairs. There are generous entertaining areas inside and out, and a large pool and spa. This is a Chapter 7 Bankruptcy and is subject to court confirmation and overbid.

OPEN HOUSE TUESDAY SEPTEMBER 13 FROM 11 - 2PM

Agents should bring their clients to the Caravan Open House on Tuesday.

BARRY SLOANE

**Historic and Architecturally
Significant Properties**

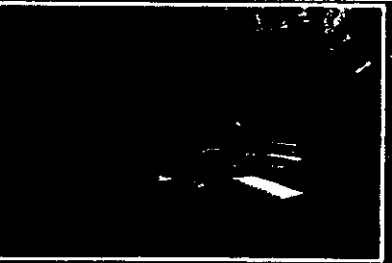
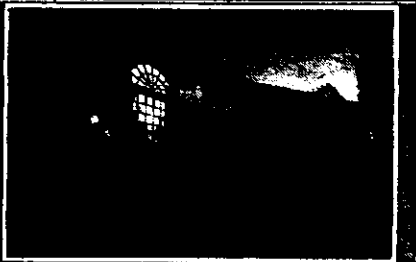
(310) 786-1844



Sotheby's

INTERNATIONAL REALTY

EXHIBIT 12 PAGE 140



592D4 1415 SUMMITRIDGE DR *new* \$3,650,000 3+4% 2sty-CONTEMP
Panoramic views, liv rm w/see through fir & 3 sided fp. Gourmet eat in kit. Media rm w/bar. Entire Home is state of art. Room for infinity pool.
PRUDENTIAL JA&A Babajian/Grasso (310)248-6400 *Open* 11-2

000A0 8 BEVERLY RIDGE DR *new* \$14,900,000 6+9 2sty-MEDITER
Amazing custom blt Medit w/6bd+9ba. So elegant & stylish, w/stone & wd flrs, huge LR w/beamed ceil, office, huge terraces, pool, stunning city views.
CB BEVERLY HILLS N Fitzgerald/Agonafer (310)285-7515 *Open* 11-2

000A0 8 BEVERLY RIDGE DR *new* \$14,900,000 6m 9m 2sty-MEDITER
Spectacular near new estate in "Beverly Ridge". A guard gated community. The former "esquire" house. 2 sty custom landry architecture w/city views.
WESTSIDE EST AGENCY Shapiro/Constantinesco (310)860-8888 *Open* 11-2

EXHIBIT 12 PAGE 141

Sotheby's

INTERNATIONAL REAL ESTATE

Local Experts Worldwide

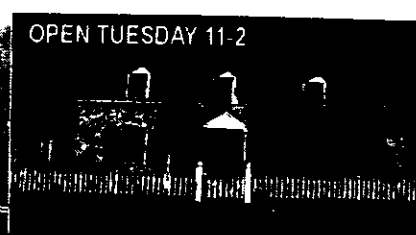
social



3970 BRUNSTON COURT \$30,000,000
Westlake Village. 27,000 sqft cmpnd on over 16 acres of serene grnds. Mahogany & cherry interiors, 25ft ceil, lib, world class spa, salon, gym.
Aloni/McGrail 310.456.1511



100 FT. ON OCEAN AVENUE! \$4,900,000
Santa Monica. Amazing ocn vu's- brand new const! 3 bedrooms! Romantic mstr ste top flr, large media room, 400 sqft terrace w/ fpl!
Rodrigo Iglesias 310.481.6262

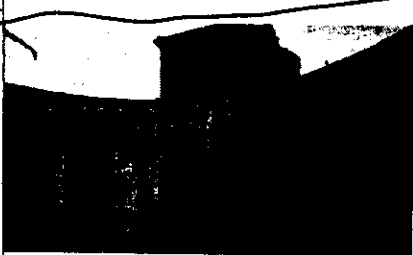


OPEN TUESDAY 11-2

150 DENSLOW \$3,795,000
Westwood Hills. Beautifully restored authentic Colcord, wood flrs, beams, 5 fpl & fab master w/ study & his & hers bath, pl. A jewel.
Joan & Anne McGoochan 310.454.0080



954 STONE CAY
Bel Air. Enchant up from Hotel E grassy yard. Visi



NEO CLASSICAL VILLA 1991 \$2,795,000
BHPO. Walled and gated large home in best part of BHPO. Sunny/bright, pool/spa. Expensive rooms. Subject to Bankruptcy court approval.
Barry Sloane 310.724.7000



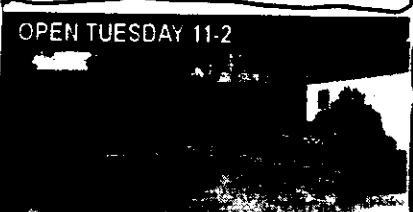
207 10TH STREET \$2,595,000
Santa Monica. N. of Montana, oversized lot, open, light, remodeled 4bd/3.5 contemporary hm w/ pvt patio, grassy yd & pool.
Manny Maslon 310.260.6200



241 S. LINDEN DRIVE \$2,595,000
Beverly Hills. Desirable Southwest BH 4bd/4.5ba + great rm + bonus/ofc w/pvt lush yd. Remodeled kit w/brkfst rm, lrg bdms w/remodeled bas.
Ross/Barton 310.275.8686



408 CASCADE W
Bel Air. Large lot + 3ba. Spacious kit north of Sunset St.

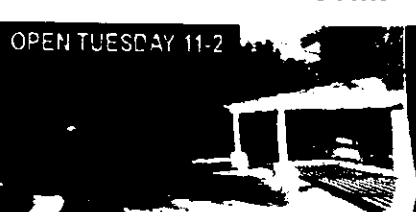


OPEN TUESDAY 11-2

430 PUERTO DEL MAR \$2,195,000
Pacific Palisades. Prime location. Ocean view on street to street lot. Pool, den. First time on market in almost 45 yrs. Unique opportunity.
T. Dawson/A. McGoochan 310.454.0080



FOUR SEASONS NORTH \$1,695,000
Beverly Hills. Rare frnt unit 3rd flr, fac west/north, light 2bd/2.5ba, den, grnt kit w/ bkfst area, mstr w/ walk-in + lrg ba. Views. Full serv bldg.
Joy Denton 310.724.7000



OPEN TUESDAY 11-2

2881 BOTTLEBRUSH DRIVE \$1,875,000
Bel Air. Views of Stone Cyn. Reservoir & mtns. 2-story, move-in w/ exct upgrades. 3bd up, maid's & office down. Lots of flowers, fruit trees, citrbs, pl.
Cecelia Wessche 310.456.1511



OPEN TUE

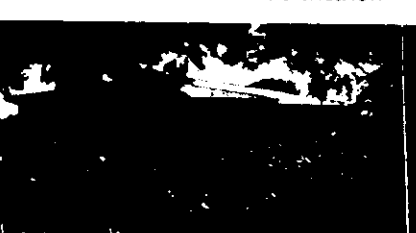
2843 WESTBROOK
Hwd Hills. Beautiful ceiling, hwd flrs, cabs & yard. Great!



3460 N OAK GLEN DRIVE \$1,395,000
Hwd Hills West. Incredible 1936, 4bd/4ba, Art Deco streamlined moderne compound w/ full guesthouse & views & fabulous details!
Rick Chimenti 310.275.8686



DONE! DONE! DONE! \$1,285,000
Hancock Park. 3bd/2ba Country English Cottage almost entirely rebilt, spectacular turn-key condition, attn to detail, lush yd, rm for pool.
McGrail/Shamoni 310.481.6262

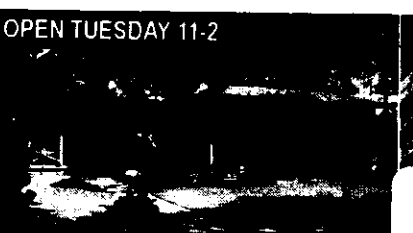


3726 S. BARRINGTON \$899,000
Mar Vista. Lovely remod 3bd/2ba trad on quiet street graced by frnt grdn. Huge bklyd, sep poss gst unit, hwd flrs, excellent closet space, wb fpl.
Cheryl Platz 310.724.7000

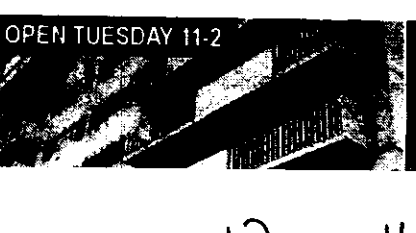


OPEN TUESDAY

10450 WILSHIRE
Westwood. Gree "Churchill" 2bd/2 & grounds. Move



3400 MAPLEWOOD AVENUE \$739,000
Mar Vista. Desirable corner lot, in highly sought after neighborhood, 3bd/1.5ba, bring your creative eye & be pleasantly surprised!
Dion Smith 310.454.0080



OPEN TUESDAY 11-2



ENADE @ PLAYA VISTA \$618,000
Vista. Modern arch'l condo feat 2bd/2ba t lrg expansive glass balcony, CAT 5 wmmunity amenities.
Cherniss 310.481.6262



1420 N. STANLEY
Sunset Strip. Tur shed unit. 2bd/2t views. A/C, fpl, ak

EXHIBIT 12 PAGE 142

STATUS: Active

ADDRESS: 28 DEEP CANYON DR., BEVERLY HILLS 90210

LP: \$2,795,000

ADDITIONAL PHOTOS**RESIDENTIAL SINGLE FAMILY**

STYLE: Villa
APN: 4385-023-007
ADP:
APX ACREAGE:
HORSE PROP:
ELEM:

AREA: (2) Beverly Hills Post Office
SUB:
ZONE: LARE20
VU: Yes
GH: N/A
LSE:
JRHS:

MLS#: 05-052599
PUD:
HOD: \$0.00
PL: Yes
FP:
LOP:
SRHS:

MAP: 562/C7
YB: 1991
STO: 2
APX LDM:
FUR: No

BR: 5
BA: 7.00
APX SF:
APX LSZ: 15,560/AS
PKGT:
PKGC: 2

DIRECTIONS: Benedict Cyn or Hutton to Deep Cyn

REMARKS: Gorgeous neoclassical villa, 1991, on great street on B.H.P.O. Over 7000 sq. ft. per city records. Chapter 7 Bankruptcy sale subject to court confirmation & overbid. Spectacular large bright rooms, beautiful finish surfaces, family room & game room. Good pool & spa, walled & gated.

ROOMS: Dining, Living, Patio Open**EQUIP:** Built-Ins, Range/Oven**AIR:** Central**FLOOR:** Mixed**FIREPL:** Living Room, Other**POOL:** Private**PARK:** Attached**VIEW TYPE:** Other**SEC:****SEWER:****DISC:** As Is, Bankruptcy**OCC/SHOW:** Listing Agent Accompanies**HEAT:** Central**LAUNDRY:** Inside**ROOF:****TENNIS:****SPA:****WATERFRONT:****FIN:****POSS:****SZONE:**

LP: \$2,795,000

LD: 09/12/2005

DOM: 0

CD:

SP:

SD:

SSP:

WD:

OLP: \$2,795,000

LA1: Barry Sloane

LA2:

LA1 EMAIL: barry.sloane@sothebysrealty.com

LO1: Sotheby's Int'l Realty - BH

LO2:

CSO: 2.75%

LA1#: 310-786-1844

LA2#:

LA1 CELL:

LA2 CELL:

LA2 EMAIL:

LO1#: 310-724-7000

LO2#:

LA1 OTHER:

LA2 OTHER:

LT: ER

LBA: No

BAC: Yes

LS: No

EO: No

PROBATE:

Broker/Agent does not guarantee the accuracy of the square footage, lot size or other information concerning the conditions or features of the property provided by the seller or obtained from Public Records or other sources. Buyer is advised to independently verify the accuracy of all information through personal inspection and with appropriate professionals. Copyright © 2005 by Combined L.A./Westside MLS, Inc. Information deemed reliable but not guaranteed.

Barry Sloane

Sotheby's International Realty

(310) 786-1844

EXHIBIT B PAGE 143

STATUS: Active

ADDRESS: 2846 DEEP CANYON DR, BEVERLY HILLS 90210

LP: \$2,795,000



CLICK HERE TO VIEW
THE MAP IMAGE!

Add'l Photos

View Larger Map

RESIDENTIAL SINGLE FAMILY	AREA: (2) Beverly Hills Post Office	MLS#: 05-052599	MAP: 562/C7	BR: 5
STYLE: Villa	SUB:	PUD:	YB: 1991	BA: 7.00
APN: 4385-023-007	ZONE: LARE20	HOD: \$0.00	STO: 2	APX SF:
ADP:	VU: Yes	PL: Yes	APX LDM:	APX LSZ: 15,560/AS
APX ACREAGE:	GH: N/A	FP:	PKGT:	
HORSE PROP:	LSE:	LOP:	FUR: No	PKG C: 2
ELEM:	JRHS:	SRHS:		

DIRECTIONS: Benedict Cyn or Hutton to Deep Cyn

REMARKS: Gorgeous neoclassical villa, 1991, on great street on B.H.P.O. Over 7000 sq. ft. per city records. Chapter 7 Bankruptcy sale subject to court confirmation & overbid. Spectacular large bright rooms, beautiful finish surfaces, family room & game room. Good pool & spa, walled & gated.

ROOMS: Dining, Living, Patio Open**EQUIP:** Built-Ins, Range/Oven**AIR:** Central**FLOOR:** Mixed**FIREPL:** Living Room, Other**POOL:** Private**PARK:** Attached**VIEW TYPE:** Other**SEC:****SEWER:****DISC:** As Is, Bankruptcy**OCC/SHOW:** Listing Agent Accompanies**HEAT:** Central**LAUNDRY:** Inside**ROOF:****TENNIS:****SPA:****WATERFRONT:****FIN:****POSS:****SZONE:**

LP: \$2,795,000

LD: 09/12/2005

DOM: 0

CD:

SP:

SD:

SSP:

WD:

OLP: \$2,795,000

LA1: Barry Sloane

LA1#: 310-786-1844

LA1 CELL:

LA1 OTHER:

LA2:

LA2#:

LA2 CELL:

LA2 OTHER:

LA1 EMAIL: barry.sloane@sothebysrealty.com

LA2 EMAIL:

LO1: Sotheby's Int'l Realty - BH

LO1#: 310-724-7000

LO2:

LO2#:

CSO: 2.75%

LT: ER

LBA: No

BAC: Yes

LS: No

EO: No

PROBATE:

Broker/Agent does not guarantee the accuracy of the square footage, lot size or other information concerning the conditions or features of the property provided by the seller or obtained from Public Records or other sources. Buyer is advised to independently verify the accuracy of all information through personal inspection and with appropriate professionals. Copyright © 2005 by Combined L.A./Westside MLS, Inc. Information deemed reliable but not guaranteed.

Barry Sloane

Sotheby's International Realty

(310) 786-1844

EXHIBIT 13 PAGE 144

NOTICE TO AGENTS & BUYERS

FINAL BANKRUPTCY COURT OVERBID PROCEDURES FOR 2846 DEEP CANYON DRIVE, BEVERLY HILLS POST OFFICE, 90210

FIRST OVERBID PRICE - \$2,925,000

- COURT DATE: October 24, 2005 at 1:30pm.
- COURT LOCATION: 255 E. Temple, 16th floor, Courtroom 1639, Los Angeles, California 90012
- FINAL PRICE: Subject to overbid, and court approval. First overbid is \$2,925,000. Bid increments to be \$25,000.

POTENTIAL BIDDERS NOTE:

POTENTIAL BIDDERS CANNOT JUST TURN UP IN COURT. THEY MUST HAVE MET THE FOLLOWING REQUIREMENTS PRIOR TO OCTOBER 21, 2005:

1. Offer at least \$2,925,000 in cash.
2. Set forth offer in writing containing terms and conditions that are at least as favorable to the Trustee as those set forth in the existing agreement with existing buyer.
3. Be financially qualified, in the Trustee's exercise of his sound judgment to close the sale approx. 15 days after the court date.
4. Offer may not contain any contingencies to closing the sale, including, but not limited to financing, inspection, or repair contingencies.
5. Seller to credit buyer \$150,000 for repairs.
6. The written offer must be accompanied by a cash deposit in the amount of (\$85,500) payable to the trustee in the form of a cashier's check, which deposit shall be non-refundable if the party's bid is confirmed as the successful bid. The \$85,500 deposit and written offer must be delivered to counsel to the Trustee, Reem J. Bello, Esq. @Weiland, Golden, Smiley, Wang Ekvall, Strok, LLP, 650 Town Center Drive, Suite 950, Costa Mesa, California 92626, phone (714) 966-1000, fax (714) 966-1002, by no later than Friday, October 21, 2005 at 10am.

CALL LISTING AGENT FOR MORE DETAILS. PROPERTY IS SHOWN BY APPOINTMENT.

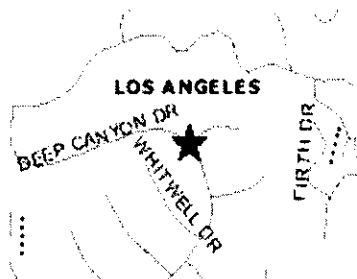
Barry Sloane
Sotheby's International Realty
9665 Wilshire Blvd. #100
Beverly Hills, CA 90230
(310) 786-1844

EXHIBIT

14 PAGE 145

STATUS: Active**ADDRESS:** 2846 DEEP CANYON DR , BEVERLY HILLS 90210**LP:** \$2,925,000

Add'l Photos



View Larger Map

RESIDENTIAL SINGLE FAMILY

STYLE: Villa
APN: 4385-023-007
ADP:
APX ACREAGE:
HORSE PROP:
ELEM:

AREA: (2) Beverly Hills Post Office
SUB:
ZONE: LARE20
VU: Yes
GH: N/A
LSE:
JRHS:

MLS#: 05-052599
PUD:
HOD: \$0.00
PL: Yes
FP#:
LOP:
SRHS:

MAP: 562/C7
YB: 1991
STO: 2
APX LDM:
FUR: No

BR: 5
BA: 7.00
APX SF:
APX LSZ: 15,560/AS
PKGT:
PKGC: 2

DIRECTIONS: Benedict Cyn or Hutton to Deep Cyn

REMARKS: Bankruptcy Court date Oct. 24, 2005 at 255 E. Temple, 16th floor, Courtroom 1639, LA, CA 90012. First overbid \$2,925,000. Final price and overbid procedures subj. to court approval. Buyers wishing to bid must submit cash offer of at least \$2,925,000, \$85,500 initial deposit and financial qualifications prior to Oct. 21, 2005 with no contingencies. Seller will credit buyer \$150,000 for repairs. Call agent for full details. 3% deposit required from winning bidder.

ROOMS: Dining,Living,Patio Open**EQUIP:** Built-Ins,Range/Oven**AIR:** Central**FLOOR:** Mixed**FIREPL:** Family Room,Living Room**POOL:** Private**PARK:** Attached**VIEW TYPE:** Other**SEC:****SEWER:****DISC:** As Is,Bankruptcy**OCC/SHOW:** Listing Agent Accompanies

HEAT: Central
LAUNDRY: Inside
ROOF:
TENNIS:
SPA:
WATERFRONT:
FIN:
POSS:
SZONE:

LP: \$2,925,000**LD:** 09/12/2005**DOM:** 18**CD:****SP:****SD:****SSP:****WD:****OLP:** \$2,795,000**LA1:** Barry Sloane**LA1#:** 310-786-1844**LA1 CELL:****LA1 OTHER:****LA2:****LA2#:****LA2 CELL:****LA2 OTHER:****LA1 EMAIL:** barry.sloane@sothebysrealty.com**LA2 EMAIL:****LO1:** Sotheby's Int'l Realty - BH**LO1#:** 310-724-7000**LO2:****LO2#:****CSO:** 2.75%**LT:** ER**LBA:** No**BAC:** Yes**LS:** No**EO:** No**PROBATE:**

Broker/Agent does not guarantee the accuracy of the square footage, lot size or other information concerning the conditions or features of the property provided by the seller or obtained from Public Records or other sources. Buyer is advised to independently verify the accuracy of all information through personal inspection and with appropriate professionals. Copyright © 2005 by Combined L.A./Westside MLS, Inc. Information deemed reliable but not guaranteed.

Barry Sloane

Sotheby's International Realty

(310) 786-1844

Page: 1

EXHIBIT 14 PAGE 146

9/30/2005

In re Han Moeljadi Evie T Moeljadi	Debtor.	Case No.: LA03-18962BR (If known)
---	---------	---

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CO-DEBTOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND MARKET VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO.	H					1,200,000.00	0.00
Aurora Loan Services Inc 601 Fifth Ave PO Box 1706 Scottsbluff, NE 69363-1706		Deed of Trust Rental, 2846 Deep Canyon Drive, Beverly Hills, California 90210 VALUE \$2,100,000.00					
ACCOUNT NO.	H					2,200,000.00	0.00
Bar K 201 Lafayette Circle 2nd Floor Lafayette, CA 94549		Deed of Trust (1st Note) Debtor's residence- single family residence. 998 N. Alpine Drive, Beverly Hills, California 90210 VALUE \$4,200,000.00					
ACCOUNT NO.					X	4,300,000.00	n/a
Lot 27 Beverly Ventures Inc c/o Byron Moldo Rein Evans Sestanovich 1925 Century Park East 16th Flr Los Angeles, CA 90067		cross collateralized Note and Deed of Trust which is in 2nd position on each of the three properties (to be avoided as preference and as fraudulent conveyances). VALUE \$0.00					
ACCOUNT NO.						185,000.00	0.00
World Savings Bank 4101 Wiseman Blvd San Antonio, TX 78251 Golden West Savings 8801 Folsom Blvd No 230 Sacramento, CA 95826		Deed of Trust Rental, 13414 S Edgebrook Road, La Mirada, California VALUE \$285,000.00					

0 Continuation sheets attached

Subtotal >
(Total of this page)
Total >

\$7,885,000.00
\$7,885,000.00

(Report total also on Summary of Schedules)

EXHIBIT

15 PAGE 147



STEWART TITLE OF CALIFORNIA, INC.
LOS ANGELES DIVISION
TITLE TRUST ACCOUNT
505 N. BRAND, 12TH FLOOR - GLENDALE, CA 91203
(818) 502-2700

CITY NATIONAL BANK
SPECIALTY DEPOSITS
COMMERCIAL CA 90040

10-10012448

10 121448

ECROW NO.

350106834

DATE 10-00121448

04/20/2001

PAY

Three hundred fifty thousand and 00/100 dollars

**350,000.00

VOID AFTER 90 DAYS

CAL FOUR SEASONS

Unrecorded
Signature

#10121448# 122016066# 013#218900#

#0035000000#



STEWART TITLE OF CALIFORNIA, INC.
LOS ANGELES DIVISION
TITLE TRUST ACCOUNT
505 N. BRAND, 12TH FLOOR - GLENDALE, CA 91203
(818) 502-2700

CITY NATIONAL BANK
SPECIALTY DEPOSITS
COMMERCIAL CA 90040

10-10012447

10 121447

ECROW NO.

350106834

DATE 10-00121447

04/20/2001

PAY

One hundred fifty thousand and 00/100 dollars

**150,000.00

VOID AFTER 90 DAYS

CAL FOUR SEASONS

Unrecorded
Signature

#10121447# 122016066# 013#218900#

#0015000000#

To be deposited
 to A/c #341100
 for down made to
 Cal Fair Seasons
 04/11/06/1009

Net # 03061-03269
 Cal Fair Seasons

First American Bank
 010420 1000001110 000000111

WELLS, CA #20301
 122103278
 1326493500

4x23/200x 00143500

122000065141
 76231752

1
2 **PROOF OF SERVICE**

3 STATE OF CALIFORNIA, COUNTY OF ORANGE

4 I am employed in the County of Orange, State of California. I am over the age of
5 18 and not a party to the within action; my business address is 650 Town Center Drive,
6 Suite 950, Costa Mesa, California 92626.

7 On September 30, 2005, I served the foregoing document described as **MOTION**
8 **FOR ORDER AUTHORIZING SALE OR REAL PROPERTY FREE AND CLEAR OF**
9 **LIENS, CLAIMS AND INTERESTS PURSUANT TO 11 U.S.C. SECTION 363(B), (F)**
10 **AND (K); (2) APPROVING OVERBID PROCEDURES; (3) APPROVING BUYER,**
11 **SUCCESSFUL BIDDER AND BACK UP BIDDER AS GOOD FAITH PURCHASER,**
12 **PURSUANT TO 11 U.S.C. SECTION 363(M); AND (4) AUTHORIZING PAYMENT OF**
13 **UNDISPUTED LIENS, REAL ESTATE BROKER'S COMMISSIONS AND OTHER**
14 **ORDINARY COSTS OF SALE; DECLARATIONS OF HOWARD M. EHRENBURG,**
15 **BARRY SLOANE, JEFFREY GROOSS AND GINA RAPHAEL IN SUPPORT**
16 **THEREOF** on the interested parties in this action by placing true copies thereof enclosed
17 in sealed envelopes addressed as follows:

18 X BY MAIL

19 ☐ I deposited such envelope in the mail at , California. The envelope was
20 mailed with postage thereon fully prepaid.

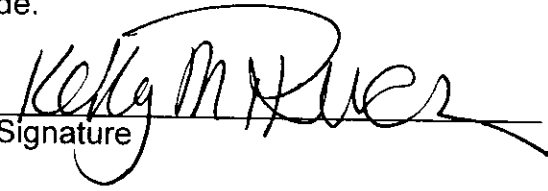
21 X I am "readily familiar" with the firm's practice of collection and processing
22 correspondence for mailing. It is deposited with U.S. postal service on that
23 same day with postage thereon fully prepaid at , California in the ordinary
24 course of business. I am aware that on motion of the party served, service
25 is presumed invalid if postal cancellation date or postage meter date is
26 more than one day after date of deposit for mailing in affidavit

27 Executed on September 30, 2005, at Costa Mesa, California.

28 [] (State) I declare under penalty of perjury under the laws of the State of California
that the above is true and correct.

[✓] (Federal) I declare that I am employed in the office of a member of the bar of this
court at whose direction the service was made.

29 Kelly M. Rivera
30 Type or print name

31 
32 Signature

In re: Han and Evie T. Moeljadi
Case No. LA 03-18962 EC
Request for Special Notice
(Revised: September 30, 2005)

United States Trustee
725 South Figueroa Street, 26th Floor
Los Angeles, CA 90017

Howard M. Ehrenberg, Trustee
SulmeyerKupetz
333 South Hope St., 35th Floor
Los Angeles, CA 90071-1406
Chapter 7 Trustee

Han Moeljadi and Evie T. Moeljadi
2846 Deep Canyon Drive
Beverly Hills, CA 90210
Debtors

Peter T. Steinberg, Esq.
Steinberg, Nutter & Brent
501 Colorado Avenue, Suite 300
Santa Monica, CA 90401-2426
Debtors' Counsel

Attorneys for Lot 27 & Lot 33 Beverly Venture, Inc.
Byron Z. Moldo, Esq.
Rein Evans & Sestanovich, LLP
1925 Century Park East 16th Floor
Los Angeles, CA 90067

World Savings
P.O. Box 659558
San Antonio, TX 78265-9558

World Savings Bank
4101 Wiseman Blvd
San Antonio, TX 78251

Duplicate for Collection Re World Savings Bank
Golden West Savings
8801 Folsom Blvd., No. 230
Sacramento, CA 95826

Lucky's Two-Way Radios
c/o Laurence Jay Feinberg, Esq.
18075 Ventura Boulevard, Suite 219
Encino, California 91316-3521

**Attorneys for Mortgage Electronic Registration
Systems, Inc.**

Steven W. Pite, Esq.
John D. Duncan, Esq.
David E. McAllister, Esq.
Moss Pite & Duncan, LLP
525 E. Main Street, PO Box 12289
El Cajon, CA 92022-2289

**Attorneys for Daimler Chrysler Services North
America LLC successor by merger to Mercedes-
Benz Credit Corporation**

Daimler Chrysler Services North America LLC
c/o Ryan M. Davies, Esq.
Cooksey, Toolen, Gage, Duffy & Woog
535 Anton Blvd., 10th Floor
Costa Mesa, CA 92626

**Attorneys for Four Seasons Residence Club
Management**

Thomas J. Polis, Esq.
Polis & Associates a Professional Law Corp.
19900 MacArthur Blvd., Suite 960
Irvine, CA 92612-8420

American Express Centurion Bank

c/o Becket & Lee, LLP
P.O. Box 3001, Dept. V
Malvern, PA 19355-0701

Aurora Loan Services, Inc.
601 Fifth Ave.
P.O. Box 1706
Scottsbluff, NE 69363

Los Angeles City Clerk
Post Office Box 53200
Los Angeles, CA 90053-0200

Los Angeles County Tax Collector
Bankruptcy Unit
2615 South Grand Avenue
Los Angeles, CA 90007-2668

American Express Travel Related Services

c/o Becket & Lee LLP
P.O. Box 3001
Malvern, PA 19355-0701

American Express Travel Related Services

c/o Becket & Lee, LLP
P.O. Box 3001, Dept. V
Malvern, PA 19355-0701

American Express Centurion Bank

c/o Becket & Lee LLP
P.O. Box 3001
Malvern, PA 19355-0701

Authorized Agent for Aurora Loan Service, Inc.

Michele D. Viner, Operations Mgr, ALS POC
Moss, Codilis Stawiarski, Morris, Schneider and Prior LLP
P.O. Box 1469
Scottsbluff, NE 69363-1469

Mortgage Electronic Registration

c/o David E. McAllister, Esq.
P.O. Box 12289
El Cajon, CA 92022

Buyer/Buyer's Broker

Judi Fogelman
Lisa Chorna
c/o Coldwell Banker
Beverly Hills North
301 North Canon Drive, Suite E
Beverly Hills, CA 90210

Seller's Broker

Barry Sloane
Sotheby's International Realty
9665 Wilshire Boulevard, Suite 100
Beverly Hills, CA 90212

Beverly Venture Ltd

~~c/o Anthony A. Friedman Esq~~
~~1925 Century Park East 16th Floor~~
~~Los Angeles, CA 90067~~
Claim Withdrawn 7/20/04

Ryan M. Davies
535 Anton Blvd., 10th Floor
Costa Mesa, CA 92626

Howard Grobstein
Grobstein, Horwath & Company, LLP
15233 Ventura Boulevard, 9th Floor
Sherman Oaks, CA 91403-2201

Cal Four Seasons
Attention: Isaac Norman,
Agent for Service of Process
1436 S. Main Street, #5
Los Angeles, CA 90015